Supreme Court, U.S.
FILED

041571 MAY 16 2005

OFFICE OF THE CLERK

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

AKIKO OKAMOTO DBA SUPREME AUTO LEASING
(Plaintiff/Appellant, *PRO SE*)

vs.

BANcWEST CORP/BANK OF THE WEST ACQUIRED
UNITED CALIFORNIA BANK FKA SANWA BANK
CALIFORNIA
(Defendant/Respondent)

ON PETITION FOR A WRIT OF CERTIORARI TO

UNITED STATES COURT OF APPEALS FOR THE
NINTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

AKIKO OKAMOTO, dba SUPREME AUTO LEASING
12225 SOUTH STREET, SUITE 207
ARTESIA, CA 90701
1-562-860-2102 (Phone)
1-562-860-4909 (Fax)

QUESTION(S) PRESENTED

1. Plaintiff AKIKO OKAMOTO and MITSUMASA OKAMOTO dba SUPREME AUTO LEASING, three parties had been **illegally sued** for the debt of "other promissory note" with **false statement under fka Sanwa Bank California's name, dated 9/24/1999.**

2. SANWA Bank merged with TOKAI Bank, changed name to UNITED CALIFORNIA Bank, then sold to BNP Paribas. Banks **expedited** merging; selling; purchased. UNITED CALIFORNIA Bank's assets were valued at $11 billion. UFJ, fka SANWA BANK (Japan) sold UNITED CALIFORNIA BANK to BNP Paribas for $ 2.5 billions, then down to $2.4 billions. Assets transferred into BANK OF THE WEST; BANcWEST CORP. OKAMOTOS dba SUPREME AUTO LEASING, being judged debtors by courts, and have been defrauded by Defendants and their affiliated organizations up to 2005.

3. The State of California's Court, and the United States Court of Appeals have decided an important questions of federal laws that have not been, but should be, settled by this court.

Question (s) presented

continued

4. The Constitution of the United States:
ARTICLE III: JUDICIAL ARTICLE, Section 1,
The judicial power of the United States, shall be vested in one Supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish.

5. Federal case is invoked under 28 U.S.C. §1254.

6. State case is invoked under 28 U.S.C. §1257.

7. Okamotos are United States dual citizenship status and senior citizens. Okamotos are guide laws followers, **but have been illegally forced for receiving illegal advices**.

8. Department of Justice's personnel including laws Enforcement Agency have been **trapped** by Defendants and their affiliate agencies, for to be obligated; bringing down United States Government, then EVADED.

9. Okamotos present this National and World important Question to this Court for consideration for public benefit, and Okamotos three parties to be compensated punitive damaged and awards for long years substantially suffering all terms of FRAUDS by defendants and their organizations.

LIST OF PARTIES

1. Plaintiff/Petitioner: MITSUMASA OKAMOTO dba SUPREME AUTO LEASING, defendant of the case in State of California's trial court. CERTIFICATION and NOTICE of Interested Parties filed with United States District Court on February 25, 2004, by Plaintiff Akiko Okamoto, item number 2 of Civil Docket For Case.

2. Defendants/Respondents: BANcWEST CORPORATION, BANK OF THE WEST, ACQUIRED UNITED CALIFORNIA BANK, fka Sanwa Bank California.

3. Defendant BANK OF THE WEST is a subsidiary of Defendant BANcWEST CORPORATION. BANcWEST CORPORATION is a wholly owned subsidiary of BNP Paribas, French bank. The financial institutions are International banking businesses, and an active presence in the United States, and operate in over 85 countries in the World.

Appendix D: D-2

CORPORATE DISCLOSURE STATEMENT

Respondents: BANK OF THE WEST, is a subsidiary of BANcWEST CORPORATION. BancWest Corporation is a wholly owned subsidiary of BNP Paribas.

Appendix D: D-2, total 15 pages.

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TABLE OF AUTHORITIES

FEDERAL CASES: PAGE NUMBER

04-55846 Okamoto V. BancWest Corp., et al.....App. A-3.

#: 2:04cv01270 Okamoto v. BancWest Corp. et al,.....
App. B-1; B-2; B-3; B-4.

STATE CASE:

VC032122 The Best Service V. Okamotos
For Sanwa Bank California, July 7, 2000.....pages 7-12.

B164718 Okamoto Appealed January 21, 2003,
against Sanwa Bank's Purchasers.....pages 4-14.

S119923 Petition for Review in State's Supreme Court by Okamoto et al, complaint BancWest Corp., et al acquired United California Bank, fka Sanwa Bank California. adxC4

STATUTES 28 U.S.C. § 451; §1254(1) and (2) ;
§1257(a)(b) 28 U.S.C. § 1331; §2403(a) and (b)

FRCP. Rule of Court 12.....App. B-2, B-3, B-4.

FRE. Rules of Evidence, Rule 201. JUDICIAL NOTICE OF ADJUDICATIVE FACTS

FRE. Rule of Evidence, Rule 901. REQUIREMENT OF AUTHENTICATION OR IDENTIFICATION

Plaintiff Okamotos Petition with the Courts finding of facts and conclusion of laws by Courts. Appendix B: B-1; B-2.

No._____

–IN THE

SUPREME COURT OF THE UNITED STATES

_____

CERTIFICATE OF COMPLIANCE

I certify that:

The Petition is in conformance with the Rules of the Supreme Court for preparing documents (Rule 14, Rule 33.1, Font size 12.5, and page limited not exceeding 30 pages), plus Appendices for the PETITION FOR A WRIT OF CERTIORARI, to be filed with Clerk and served to parties.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 16, 2005, at Artesia, California.

Akiko Okamoto
dba Supreme Auto Leasing
12225 South Street, # 207
Artesia, CA 90701

By _____
Petitioners, Pro Se
Tel. 1-562-860-2102

OPINIONS BELOW

NOT FOR PUBLICATION (Appendix A: A-2. UNITED STATES COURT OF APPEALS' MEMORANDUM FILED DECEMBER 17, 2004.

JURISDICTION

For cases from FEDERAL COURTS:

1. The date on which the United States Court of Appeals decided my case was December 17, 2004.

2. A timely Petition For Rehearing was denied by the United States Court of Appeals on the following date: March 07, 2005, and a copy of the order denying rehearing appears at Appendix A: A-1, A-2, A-3, A-4, A-5; and Appendix B: B-1, B-2, B-3 , B-4, APPEAL DOC.,

3. The Jurisdiction for this case is invoked under 28 U.S.C. §1254 (1) and (2).

For cases from STATE COURTS:

4. The date on which the highest state court decided my case was November 25, 2003, a copy of that decision appears at Appendix C: C-4. (The final decision.)

5. The Appeal is dismissed. REMITIITUR date: December 26, 2003, a copy of the above and for all story appears at Appendix C: C-1,C-2,C-3,C-4,C-5,C-6; and Appendix D: D-1, D-2; about parties of the Questions.

6. The Jurisdiction for this case is invoked under 28 U.S.C. §1257 (a) and (b).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVE

United States Constitution, laws, treaties for international commercial and banking business have been violated. International business bankers have used American senior citizens for litigation lawsuit argument; for banks purchased price bid; with all terms of FRAUDS. The action to bring down United States Government by driving Department of Justice's personnel to become defendants of Okamotos' complaint. But Okamotos will not let Department of Justice's personnel to be trapped.

1. Okamotos have brought the complaint in Federal Courts with all PETITIONS for all courts finding of facts and conclusion of laws by Courts.

2 Okamotos had been picked by defendants for not to be able to interpret the laws for easy to deceive.

3. Documentary evidence of all sources have been submitted to United States District Court Central District of California, Los Angeles, by Plaintiff Akiko Okamoto.

4. Magistrate Judge Discovery the Cause is under 28 U.S.C. §1331 Federal Question.

Appendix B: B-1, B-2.

STATEMENT OF THE CASE

1. MITSUMASA OKAMOTO and AKIKO OKAMOTO dba SUPREME AUTO LEASING were Lloyds Bank California's, then Sanwa Bank California auto lease broker for fully earned commission only. The auto lease program was without-recourse, the law of contract term was every deal for finance only. The finance for one or more vehicles that must be approved by the lender. The agreement between auto lease customers; broker; and lender could be completed within hours of each business day. Business above-mentioned had started from 1986 to 1997.

2. SANWA exited auto lease business by the letter notice dated: February 20, 1997, (one of real meaning document is letter from Sanwa Bank by Jim Loughner. Appendix C-6, p.1.)

3. The letter Appendix C-6, p.2, from BANK OF THE WEST; BANcWEST CORP.. The contain in the letter is one of attack on OKAMOTOS' three parties on all terms of **frauds,** started from September 24, 1999, to current year 2005, can be divided more than one stages.

Witnesses are (1) Department of Justice's personnel, including -

Courts Officers are Judges from all lowers Courts; Clerks; Bailiffs; Reporters; and Courts' report teams; and Sheriff Department. (2) Banks for witnesses are: Wells Fargo Bank; and Bank of America, for the stage of "levy on Okamotos: Garnished Okamotos' banks accounts and planned to sell Okamotos' real property. To satisfy United California Bank's owner are Bank of the West/BancWest Corp., for none owed by Okamotos dba Supreme Auto Leasing. With the made up amount is more than one hundred thousands of dollars. The Best Service Co.,/its owner/Attorney; and James T. Reed, Jr., attorney for FRAUDS organizations. They participated on all stages. Bank of the West/BancWest Corp., FRAUDS on non – customer; American senior citizens non of business relationship then EVADED; did not compensate for what they have done wrong to Okamotos dba Supreme Auto Leasing, three parties had been used for the merit of United California Bank's assets low price acquisition, and assets transferred into Bank of the West/BancWest Corp.,/BNP Paribas. The biggest CASE LAW in HISTORY of United States/World that is just handled by Okamotos only, and will continue until all are cleared.

Statement of the Case

Continued

4. The bills for BancWest Corp./Bank of the West, to compensate Okamotos three parties have been submitted in all Courts and Served. The bills for the amount of per day basis. The cited date began from September 24, 1999, $3,500.00 per day, to the day end in court. The letter to Okamotos three parties, then **registered in courts for three parties to be DEBTORS**: of Sanwa Bank/The Best Service Co.,/United California Bank/Bank of the West/BancWest Corporation. But, it's depend on Courts/Department of Justice decide to remove "three debtors names" above-mentioned off from United States of America's courts data base systems or may not do so.

5. If the Courts allow Okamotos to establish the **foundation to feed the hungers.** The Courts/United States Government will control the foundation; collect money from Defendants banks owners until the assets of these organizations become the last amount of $3,500.00. Akiko Okamoto Petition with the Courts to grant Okamoto for the above-mentioned project. The foundation's name will be: (AKIKO NGUYEN OKAMOTO). The portion of the money for starting the foundation will begin on the date after Judgment for this Case end in Court.

6. Federal Question to report to court again. Plaintiff Okamotos have to recall the story of Okamotos missions are still incomplete. Because Okamotos have to make HISTORY for the United States of America, and that cannot be avoided or ignored.

7. (1) Sanwa Bank had assigned The Best Service threatened Okamotos for money again before brought the matter to State of California Superior court with **false statement under Sanwa Bank name**. (2) Okamotos' filed real documents in court had been concealed; deleted; hid.

(3) Okamotos served parties by hired court Marshall delivered to Sanwa Bank; The Best Service had been ignored .(4) trial dates had been set, then cancelled again and again. (5) Okamotos had followed banks' schedules for in and out of court to witness Okamotos had been deceived by banks. (6) Sanwa Bank merged with Tokai Bank, Certificate of Merger dated April 2, 2001; changed name to United California Bank; Appendix D-2; then sold to BNP Paribas. United California bank merge into Bank of the West, (United California Bank disappeared) Certificate of Merger dated April 1, 2002, Appendix D-2.

Statement of the Case

Continued

8. The Best Service assigned the assignment back to disappearing United California Bank, fka Sanwa Bank California, on March 25, 2002. Okamotos were still being "scapegoat" for the merit of low banks acquisition price. Okamotos were in and out of court for witnessing banks' lawyers negotiated with the court on "general denial" and opposed Okamotos' cross-complaint. But, Okamotos had followed the activities without changing own mind. Okamotos demanded to be compensated for being illegally sued; defamed; libeled; slandered by Bank of the West/BancWest Corporation

9. I, Plaintiff Akiko Okamoto have raised summary statement dated March 24, 2002, **public notarized June 10, 2002,** that, Okamotos dba Supreme Auto Leasing, three parties are entitled to be paid by Sanwa Bank California; Bank of the West; BancWest Corporation, for illegally using Okamotos three parties as "scapegoat" for the merit of banks merged/purchased low price tactics. Okamotos did informed fka Sanwa Bank people, but the answer was: International department's people could not do anything at all, this is local matter.

Statement of the Case

Continued

10. Banks merger/purchased transactions were not final yet. (1) Okamotos had been conducted for deposition dates were on July 18; 19; 22; 29; 2002. (2) Okamotos had provided all original documents from Sanwa Bank auto lease department for Bank of the West lawyers, Ms. Jodi Siegner and new lawyer Mr. James T. Reed, Jr., copied. (3) Bank of the West's two lawyers asked Okamotos about house; banks accounts; which banks, with their threatening attitudes at Okamotos.

11. (4) Trial date set for September 5, 2002. (5) PETITION BY AKIKO OKAMOTO, filed in court with Original documents including public notarized, (case summary) filed on August 2, 2002. (6) Akiko Okamoto filed for Four court days, August 8; 21; 30; and September 5, 2002, had been **deleted** filed information on court computer. (7) Akiko Okamoto personal check paid for trial with Jury, the check was never be cashed, trial with Jury was denied.

12. (8) The Best Service et al, (plaintiff) collection "promissory note" from Okamotos et al, "defendant" Bank of the West brought unrelated matter; hired **experts testified someone else** story. Two days trial 12 hours.

13. Honorable William J. Birney, trial Judge. After listening to Bank of the West lawyers' assignment, Judge Birney was aghast. Okamotos, especially Akiko was aiming at all performers in the trial courtroom and was calm for learning the way that banks' lawyers' jobs.

14. Okamotos received notice from clerk on September 17, 2002. Judgment favored on United California Bank. (1) Sanwa Bank at first demanded money from Okamotos, for making Okamotos argued, the amount was $55,191.84. (2) The amount by Bank of the West applied with court for judgment Okamotos to be debtors was about $22,000.00. Judgment by Court dated October 15, 2002

Okamotos received a lot of documents all as bills. But Okamotos' documents had been ignored again and again. Bank of the West, post trial motioned to increase attorneys fee on December 4, 2002, Okamotos' motioned for **new trial,** was denied by Bank of the West. (3) The Judge granted increase fee for United California Bank's attorney to the amount $59, 145.00. (4) Bank of the West got **Abstract of Judgment from court on December 18, 2002, that not been ordered by the court.**

Statement of the Case

Continued

15. There was no notice from court clerk for Abstract of Judgment. The Best Service is (plaintiff) James T. Reed, Jr., is outside attorney for United California Bank. Abstract of Judgment amended for case no. VC032122, Okamotos are "defendants" judgment debtors by court entered on October 15, 2002. Okamotos condominium office had been priced for $98,669.84 for judgment creditors, lien document had issued by State of California, Los Angeles County's REGISTRA/RECORDER office on 12/19/02.

16. Akiko Okamoto dba Supreme Auto Leasing, Appealed on January 21, 2003. All documents had been gathered and verified by civil appeal office' clerks on about end of June 2003. But, did not submit to Court of Appeal, second Appellate District. Because, Bank of the West established the line for dismissal. Court of Appeal dismissed Okamotos' appeal on September 12, 2003, by Division Five, signed by Judge Armstrong and Judge Turner. But, Bank of the West reported to Federal Court that Okamoto appealed in state court was untimely. So the court clerk sent documents back to trial court. That was not true.

17. State Supreme Court denied Okamotos' Petition for Review, but, commented (one doghouse) for disapproval jobs. (1) About those whose belong to banks and bankers; lawyers whose made lower courts bear obligations that must judgment Okamotos are debtors, with knowingly that **Okamotos did not; do not owe those people names listed on documents of this case any cent or penny. But BancWest Corp./Bank of the West are Okamotos' debtors.**

18. (1) Whoever forced Okamotos accept illegal advices is/are guilty. (2) Three laws are being built in Akiko Okamoto are the law of the nature; the law of man made; and the law of common sense. (3) Akiko Okamoto, I have done all jobs for all are not frivolous, all meaning and respect other must be applied and enclosed.

19. (1) January 3, 2005, Bank of the West in Los Angeles, legal department hid, proof of receiver of court document served by Plaintiff Akiko Okamoto, for PETITION FOR REHEARING, by having FedEx listed information and charged customers other way. (2) Bank of the West listed its name on Okamotos' credit report replaced Sanwa Bank name since the year 2000.

20. Legal department of Bank of the West, and its subsidiaries and their lawyers have no knowledge of their employers' tactics; methods. (1)Okamotos had been used for Japanese banks merged; changed name. Assets of two banks was $11billions. (2) It was sold to BNP Paribas for $2.5 billions, then down to $2.4 billions, because of having litigation lawsuit set behind scene. Okamotos in and out of court for argument. (3) Banks' purchasers just used United California Bank for Transferring assets into Bank of the West/BancWest Corporation, BNP Paribas only. (4) The deep pockets banks' organizations let fka Sanwa Bank's people left United States. Without solving illegal lawsuit that started under Sanwa Bank's name. (5) Okamotos three parties have been additional substantially damaged; caused by Los Angeles Sheriff. Bellflower's Court's Service Division had cooperated with FRAUDS organizations. Illegally levied; garnished; Okamotos' banks accounts. (6) Threatened to sell Okamotos' real property; wanted Okamotos go bankruptcy. (7) FRAUDS ORGANIZATIONS have made MULTI BILLIONS of U.S. dollars from purchased two Japanese banks by using Okamotos as "scapegoat" then EVADED.

Statement of the Case

Continued

21. Okamotos three parties are entitled to be compensated and additional awards by all users. All documentary evidence are submitted to all courts. Okamotos never want to argue with defendants. United States Government must do argue with defendants. Okamotos did not owe; do not owe defendants any cent. But, why lower courts are having obligations; owing defendants on bringing down United States Government. **Sacrificed** United States' dual citizenships senior citizens to satisfy all demands of **frauds** WORLD BANKING INSTITUTIONS WHO ARE HAVING BUSINESSES IN 85 COUNTRIES IN THE WORLD THAT HAVING $646 BILLIONS in ASSETS from **others assets.**

22. Okamotos love America; without America, who help the World. Akiko Okamoto must work on this messes matter by HER OWN HEAD; HEART; AND HANDS.

23. I, Akiko Okamoto, I have made my very best efforts for building my own life is very valuable. Please do not underestimate this simple human. Please do not waste your humans values. Bank of the West/BancWest Corp./BNP Paribas, are Okamotos' DEBTORS.

REASONS FOR GRANTING THE PETITION

1. This Question is the National Importance of having the Supreme Court decide the question involved.

2. This Question is the constitutionality of an Act of Congress is drawn into question.

3. All lower Courts saved this Question for the Supreme Court of the United States to CONQUER.

4. The job of this Question belongs to the Supreme Court of the United States.

5. The Supreme Court of the United States will find the detail of this Question is the first time happened in the United States and the World history.

6. The Supreme Court of the United States will never want to miss this Question.

7. If the Supreme Court of the United States and Congress ignore this Question, the Court and Congress do not belong to the United States of America.

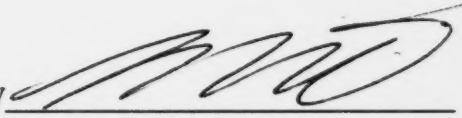
CONCLUSION

The Petition for a Writ of Certiorari should be granted.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 16, 2005, at Artesia, California.

Respectfully submitted,

By 

Plaintiff and Petitioner, Pro Se
AKIKO OKAMOTO
DBA SUPREME AUTO LEASING
12225 South Street # 207
Artesia, California 90701
Tel. 1-562-860-2102
Fax. 1-562-860-4909

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

AKIKO OKAMOTO DBA SUPREME AUTO LEASING
(Plaintiff/Appellant, *PRO SE*)

vs.

BANcWEST CORP/BANK OF THE WEST ACQUIRED
UNITED CALIFORNIA BANK FKA SANWA BANK
CALIFORNIA
(Defendant/Respondent)

ON PETITION FOR A WRIT OF CERTIORARI TO

UNITED STATES COURT OF APPEALS FOR THE
NINTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

APPENDICES

AKIKO OKAMOTO, dba SUPREME AUTO LEASING
12225 SOUTH STREET, SUITE 207
ARTESIA, CA 90701
1-562-860-2102 (Phone)
1-562-860-4909 (Fax)

`US Court of Appeals for the Ninth Circuit
Case Summary

Court of Appeals Docket #: 04-55846 Filed: 5/17/04
Nsuit: 3320 Assault libel & slander (Fed)
Okamoto v. Bank West Corp., et al
Appeal from: Central District of California, Los Angeles

Lower court information:
District: 0973-2 : CV-04-01270-MMM
presiding judge: Margaret M. Morrow, District Judge

5/17/04	Received Appellant notice of designation of reporter's transcript dated 4/27/04. [04-55846] (bg)
6/29/04	Filed original and 15 copies Appellant Akiko Okamoto opening brief (Informal: Y) 10 pages and five excerpts of record in 1volumes; served on 6/25/04 [04-55846] (gar)
7/22/04	Filed original and 15 copies Appellee BancWest Corp./Bank of the West Acquired United California Bank Fka Sanwa Bank of California's brief, pages, 1 Exc. vols: served on 7/21/04 minor defcy: covers should be white not tan. Notified counsel. Minor bried deficiency response due 8/5/04; record on appeal due 8/9/04; (sm)
7/29/04	Received Appellee's satisfaction of (minor) brief deficiency. (Subst Suppl Excs of Rec in 1 vol with white covers) (RECORDS) [04-55846] (mhf)

8/11/04	Filed original and 15 copies Akiko Okamoto reply brief, (Informal: YES) 7 pages & 5 copies of Suppl Excs of rec in 1 vol; served on 8/6/04 [04-55846] (mhf)
9/17/04	Calendar check performed [04-55846] (th)
9/24/04	FILED CERTIFIED RECORD ON APPEAL: 4 CLERK'S RECORDS. (ORIGINAL) [04-55846] (sd)
12/6/04	SUBMITTED TO SCREENING PANEL 387. (Oral) [04-55846] (th)
12/17/04	FILED MEMORANDUM: AFFIRMED. (Terminated on the Merits after Submission Without Oral Hearing; Affirmed; Written, Unsigned, Unpublished. Alfred T. GOODWIN, J.C. WALLACE, Stephen S. TROTT). FILED AND ENTERED JUDGMENT. [04-55846] (gva)
1/3/05	Filed original and 50 copies Appellant Akiko Okamoto petition for panel rehearing and petition for rehearing en banc 10 p.pages, served on 12/30/04 (STAFF) [04-55846] (mhf)
3/7/05	Filed order (Alfred T GOODWIN, J.C. WALLACE, Stephen S. TROTT,): The pet for rhrg & suggestion for rhrg en banc are DENIED. [04-55846] (mhf)
3/15/05	MANDATE ISSUED [04-55846] (mhf)

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR NINTH CIRCUIT

FILED
DEC 17 2004
CATHY A. CATTERSON, CLERK
U.S. COURT OF APPEALS

AKIKO OKAMOTO, dba Supreme Auto Leasing,

Plantiff – Appellant,

v.

BANK WEST CORPORATION; et al.,

Defendants – Appellees.

No. 04-55846

D.C. No. CV-04-01270-MMM

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Margaret M. Morrow, District Judge, Presiding

Submitted December 6, 2004**

Before: GOODWIN, ALARCON, and TROTT, Circuit Judges.

Akiko Okamoto appeals pro se from the district court's dismissal of her complaint for lack of diversity jurisdiction. Okamoto brought this action against BancWest Corporation/Bank of the West alleging assault, libel and

* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

** This panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

slander. We have jurisdiction pursuant to 28 U.S.C. §1291. We review de novo a district court's determination that it lacks subject matter jurisdiction, *see Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1153 (9th Cir.1998), and we affirm.

For the district court to have diversity jurisdiction over the action brought by Okamoto, the citizenship of Okamoto must be different than the citizenship of the defendant. *See Caterpillar, Inc., v. Lewis*, U.S. 61, 68 (1996) (discussing the requirement of diversity to establish subject matter jurisdiction under 28 U.S.C. § 1332(a)). "To identify a corporation's citizenship for purposes of diversity jurisdiction, 'a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place business'" *Montrose Chemical Corp. of California v. American Motorists Ins. Co.*, 117 F.3d 1128, 1234 (9th Cir.1997) (quoting 28 U.S.C. §1332(c)(1)). The record indicates that Okamoto is a citizen of California and Bank of the West is a California corporation. Okamoto therefore has failed to establish the complete diversity among opposing parties necessary to support the district court's exercise of subject matter jurisdiction.

AFFIRMED.

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED
Jan 03 2005
Cathy A. Catterson
Clerk of Court

AKIKO OKAMOTO
DBA SUPREME AUTO LEASING
Appellant/Petitioner

CASE NO. 04-55846

VS.

D.C. No. CV-04-01270-MMM

BANcWEST CORP/BANK OF THE WEST
ACQUIRED UNITED CALIFORNIA BANK
FKA SANWA BANK CALIFORNIA
Appellee/Respondent

APPELLANT/PETITIONER'S INFORMAL BRIEF

PETITION FOR REHEARING EN BANC

APPEALS FROM UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES

APPELLANT/PETITIONER PRO SE

AKIKO OKAMOTO
DBA SUPREME AUTO LEASING
12225 South Street, Ste. #207
Artesia, CA 90701
Tel. 1-562-860-2102
Fax. 1-562-860-4909

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

AKIKO OKAMOTO DBA SUPREME AUTO LEASING
Appellant/Petitioner 12/29/04

VS. CASE NO. 04-55846

BANcWEST CORPORATION
BANK OF THE WEST, ACQUIRED
UNITED CALIFORNIA BANK
FKA SANWA BANK CALFORNIA
Appellee/Respondent

PETITIONER'S INFORMAL BRIEF FOR REHEARING EN BANC

TO THE CHIEF JUSTICE AND YOUR ASSOCIATES OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

1. Akiko Okamoto is United States' citizen; citizen of California 18 years. Mitsumasa Okamoto is United States' citizen for 14 years. Our certificates of citizenship are being issued by U.S. District Court, Central District of California, Los Angeles; Celebrated at Los Angeles Convention Center.
2. Appellee/Respondent have investigated/discovery on Plantiff and have known all legal status of Okamotos.
3. Okamotos have submitted all documentary evidence to meet Federal Rule of Evidence 201, for Court **establish diversity jurisdiction** to rule this **Case** of the first time and **new.**

4. Okamotos dba Supreme Auto Leasing against **illegal action on Okamoto's** with all **false** documents **fraud on Court by** BancWest Corp/Bank of the West, for supporting Sanwa Bank price **bid** for multi-billions of dollars lower acquisition then evaded.
5. The **false fact** had started under Sanwa Bank name; The Best Service Co., collection agency; United California Bank; Hood & Reed (James T. Reed, with the statements that all are not related to Mitsumasa Okamoto; Akiko Okamoto dba Supreme Auto Leasing at all, because Okamotos are **unintelligible, and who can trace**. Okamotos dba Supreme Auto Leasing lives have been **crueled** by **BNP Paribas** French Bank and Banc West Corp/Bank of the West, while **beating** Sanwa Bank in Japan for $11 billions assets down to $2.5 billions; to $2.4 billions; **established United California Bank** temporarily for Sanwa Bank Assets to be transferred into **Bank of the West/BancWest Corp/BNP Paribas French Bank**. The discussion for United California Bank operation was for **deceiving public; media; and United States Government. But,** no one knows **behind scene; routes of activities of this organizations** for performing their **tactics** gathering for their multiple interests **upon their expansion**, no interfered by Okamotos.
6. BancWest Corp/Bank of the West did not let **District** Court's judges to rule **Plantiff Complaint**, did not mind to respond to the complaint on due date March 16, 2004. The Court could

not punish Appellee/Respondent, because they did **establish the line for dismissal/** cancelled Court's **scheduled for** conference; the first Motion dated March 18/04, to dismiss the Complaint by Okamotos, with threatening words to the court. Okamoto had gathered **citizenship certificates but did not file.** The citizenship certificates' front page says: To copy is punishable. Okamoto served BancWest Corp/Bank of the West citizenship certificates numbers with United States Passports' copies to declare Okamotos' diversities citizenship are dual; United States' citizenships and citizenships of California. Okamotos are **eligible** for the Court to **establish diversity Jurisdictions** to **rule over Okamotos' Complaint in Federal Courts.** Okamotos are having privileges to receive the protection from the United States Constitution, especially for **laws followers** of United States citizens are having right to against **cruelers**; deep **pockets; frauded on legal transactions:** Illegally using Sanwa Bank California's auto lease department's full commissioned broker for being "scapegoat"; beating Sanwa Bank California; Tokai Bank California's owners; merged; transferred; $11 billions U.S. dollars **assets** valued but just for only $2.4 billions U.S. dollars; established new bank name; United California Bank for transferring assets into Bank of the West, California Corporation subsidiary of BancWest Corp., parent bank of Bank of the West; into France's conglomerate bank **BNP Paribas** is wholly owned entirely assets and running banking

business in 85 countries in the World. Okamotos have been bearing; suffered substantial behind scenes' illegal actions. Okamotos have been forced to battle on **litigation lawsuit** had been **set** for beating Japanese Banks for **assets** by using legal documents in Courts for **false descriptions.**

7. Okamotos are keeping faith; follow courts' Rules of all courts; California State Court's Rules for due dates of filing documents in court for all days of courts' schedule. Clerks of all courts have verified Okamotos have complied all courts order too. Okamotos have reviewed Motion document submitted in court requested District Court Dismissed Okamoto's Complaint for "untimely" notice of appeal in State Court; United States Court of Appeals also the same description on Appellee's Opening Brief, line five page four: Okamoto untimely notice of appeal on January 21, 2003. **The true of fact** is different: Two pages for State of California Court of Appeal's manual at the time Okamoto's notice of appeal says on page three: In most cases, one of two deadlines applies: (1) 60 days after a party or Clerk serves or mails a notice of the entry of the appealable judgment or order; or (2) if there is no notice, 180 days after entry. The final entry as counsels for Bank of the West, Jodi Siegner; James T. Reed, Jr. requested was on December 4, 2002, appealable 60 days was February 4, 2003, but Okamoto's appeal was on January 21, 2003, was timely appealable.

8. Bank of the West counsels could not make **false** documents at that time, but, established the **line** dismissed Okamoto appeal before records. Yet, the Clerk of California Court of Appeal, Second Appellate District, Division Five record 30 days from the date of December 4, 2002. Counsel for Bank of the West record is 30 days from October 15 2002. "But first judgment was not appealable."

9. Okamotos dba Supreme Auto Leasing did not owe/do not owe Sanwa Bank California any money/any cent, according Sanwa Bank California's collection department **"illegal action on Okamoto"** letter dated September 24, 1999, by Irwin Wirstlin.

   (1) Letter from Sanwa Bank California demanded $55,000. At first, Okamotos could not recognize that Okamotos are being **set** by someone those have other **interests** rather than the subject in letter.

   (2) The Best Service Co., sued Okamotos **three** parties in State of California, County of Los Angeles, Superior Court SE District, Norwalk, on July 7, 2000, is **"illegal action on Okamotos."**

   (3) Sanwa Bank California's high ranking bankers/controller/lawyers/intelligences groups established **false subject** hired collection agency; sued Mitsumasa Okamoto; Akiko Okamoto; dba Supreme Auto Leasing in Court with Okamotos credit being checked especially for **false** reason is **"illegal action on Okamotos."**

(4) Okamotos' Answer for the Summon by The Best Service, on timely with one set of **real document** filed in Court/served to parties Court Marshal was paid by Okamoto for delivering to Sanwa Bank CA/Best Service Co., and that was costly for **senior citizens** Okamoto. Two parties incurred the **litigation/trapping Okamotos for arguing** denied Okamotos' real document. In court, Okamotos' filed document had been concealed/hided/deleted Okamotos filing documents in court.

(5) The Best Service Co., et al "plantiff" then Okamotos dba Supreme Auto Leasing called "defendants" in and out of Court for the **false** fact had been **set/started** under Sanwa Bank California.

10. Sanwa Bank California assigned The Best Service Co., demanded money from Okamotos as **false** description on two pages had provided by Sanwa Bank California that Statement dated 9/24/99.

(1) Established False fact **sued** Okamotos three parties were Lloyds Bank California/Sanwa Bank California's Auto Lease broker in 1986 – February 1997, for banks merged/purchased for the **merit of lower acquisition price is guilty "illegal action on Okamotos."**

(2) Sanwa Bank California **evaded**; assigned The Best Service Co., demanded Okamotos for court's filing fee, even Okamotos did not hire The Best Service sued Okamotos in court by Sanwa Bank California's **false** document for the demanding money from Okamotos "it was too tricky for the

false fact had been started under Sanwa Bank's name; that was without knowing by Okamotos," This is **fraud action**."

(3) Akiko was watching and witnessed; Court case no. VC032122's "plaintiff" had brought the lawsuit in court for **illegally** performed litigation with false fact from Sanwa Bank California, then Okamoto filed cross-complaint against Sanwa Bank California and The Best Service Co., for "defamed; libel and slander" demanded for compensation $10,000,000 by Mitsumasa Okamoto, but Okamoto's filed in court had been deleted again, Okamotos were so desperate.

(4) Okamotos got information from the **news only** that "Tokai Bank California merged into Sanwa Bank; changed the name into United California Bank. Okamotos had hired prepaid attorney to deal with. This lawsuit had incurred by Sanwa Bank California but The Best Service is "plaintiff." Okamotos had never known; never be recognized that Okamotos three parties have been used and set for **argument** to support Tokai Bank/Sanwa Bank's purchasers (Bank of the West/BancWest Corp/BNP Paribas French Bank's behind scene's groups are **guilty on illegally using Okamotos then evaded**.

(5) Okamotos had spent $14,000 for attorney refiled cross-complaint, in and out of court for the **merit of the above bank's purchaser BNP Paribas**; that Okamotos never knew such organization had used Okamotos for arguing; for beating Sanwa Bank/UFJ's Japan executives **to devaluate** total assets

of Tokai Bank/Sanwa Bank in U.S.A. $11 billion US dollars down to $2.5 billions; then down to $2.4 billions to cover the lawsuit that Okamotos had been used for **arguing**. Because purchaser's agencies in Los Angeles, had been hired by Japan's Sanwa Bank for controlling all investors' investment assets in U.S.A.'s people have known Okamotos always follow guide laws; against wrong doers; but: **unintelligible** as counsels for Bank of the West/BancWest Corp/BNP Paribas French Bank have mentioned so on all documents Motion to courts to dismiss the Complaint by Okamotos from State's Courts to Federal Court up to now for the merit of maintaining the route of evasion on **fraud**.

(6) In Japan, at this time, Sanwa Bank/UFJ's former's Executives had quitted their bankers' job, but have been arrested; being sued; in court by special Japan's authority department for this matter.

11. The Best Service Co., and its lawyers together with its case's assigner's lawyers of Sanwa Bank California had joint for protecting banks purchasers agencies performing their jobs behind scenes for other interest rather than the false fact for argument.

(1) On March 25, 2002, The Best Service Motioned in court for assigning the case back to "United California Bank," but discovery for this lawsuit is nonstop, But the real schedule for banks merging/assets transferred were: April 2, 2001, Tokai Bank/Sanwa Bank name were being disappeared; United

California Bank was surviving corporation. But, from April 2, 2001 to March 25, 2002, Okamotos were still in and out of court for viewing the Best Service Co., played "plaintiff"; then Okamotos were "defendants" "it is illegal" to violate Okamotos' human right. (Okamotos must be compensated.)

(2) On March 22, 2002, the agreement of Merger merged United California Bank into Bank of the West, effective April 1, 2002. Tokai Bank/Sanwa Bank was gone, Okamotos were hanging/pulling in and out of court to the date that $11 billions of US dollars to be transferred into United California Bank; then from United California Bank transferred into Bank of the West/BancWest Corporation/BNP Paribas, French Bank's deep pocket; **illegally using Okamotos**. (Okamotos three parties are entitled to demand compensation from Bank of the West/BancWest Corporation $3,500 per day from the date of September 24, 1999, the arrangement had been started for using Okamotos to be **"scapegoat"** for lower banks acquisition price.

12. Okamotos had cooperated with Bank of the West lawyers handed hundreds of original/real document to Ms. Siegner and Mr. Reed copied all, which they never had in their hands before, and submitted in court for trial day set September 5, 2002, and hoped at the time Mr. Tamakoshi was still in Los Angeles, did receive document from Okamotos. But, President of temporary bank United California Bank/Bank of the West ignored Okamotos' legal document.

(1) To file in court main; real; original including notarized set after provided to Bank of the West counsels for copied; disclosed; Akiko Okamoto name and file information had been deleted immediately on the same day on the filing date August 2, 2002. Conceal/hide document of court case is guilty/illegal, but Okamotos had been through too much this case bank merger **by fraud handling**.

(2) Okamotos were offered to be paid $5,000, then $10,000 for this illegal lawsuit before the Judge McKnew, but Akiko Okamoto immediately said no, just demanded for trial. Additionally **fraud** had been continued by Bank of the West lawyers. The trial judge had been forced to do favor for Bank of the West, for particular circumstance with threatening attitude: "Judge Birney dismayed." Okamotos did not hire Ms. Siegner nor Mr. Reed, but demanded to be paid by Okamotos are: **constructive fraud; actual fraud; legal fraud; fraud on the court**. Yet, lawyers for Bank of the West got Abstract of judgment which was not ordered by court on December 18, 2002: not ordered by court; no notice from clerk, is 180 days was appealable. In California State Court, Okamotos appeal 1/21/03.

13. Lawyers for Bank of the West/BancWest Corporation got Judgment was entered by the court on October 15, 2002. Abstract of Judgment on December 18, 2002, not ordered by court, no notice by the clerk. Bank of the West lawyers questioned Okamotos about house; bank account; which bank;

all with threatening attitude. Okamoto's real property office condominium had been liened by Mr. Reed, by using stepped down party The Best Service Co., "plaintiff" Mr. Reed is attorney, collecting money for United California Bank that is no existing bank name; but the same owner are Bank of the West/BancWest Corp/BNP Paribas French Bank have acquired $11 billion for only $2.4 billion by using Okamotos as **"scapegoat"** for beating formerly Tokai Bank/Sanwa Bank in Los Angeles, then established "United California Bank" for transferring assets only. In Japan, Sanwa Bank parent bank changed into UFJ. UFJ was being beaten by France's bank BNP Paribas. UFJ now in Japan being troubled/big lost. Yet, in Los Angeles, Bank of the West agent including Los Angeles Sheriff, Bellflower court service division levied/garnished Okamotos' bank accounts; wanted Okamotos to go bankrupt. Yet, Sheriff threatened Okamotos to sell real property owned by Okamotos to satisfy Mr. Reed, but Reed is **fraud on the court** lawyer; Sheriffs are belong to Department of Justice, Enforcement Agency; Sheriffs are good citizens' protector, why Sheriffs did not investigate the fact had been brought by fraud on the court lawyer.

14. If Okamotos did not know how to make Sheriffs understand this real fact, law followers Okamotos had to bear bigger trouble. But, 68-year-old Mr. Okamoto's retirement money direct deposit from Tokyo, Japan that he had earned for years before coming to America that Wells Fargo Bank issued to

Bellflower sheriff more than two thousands of dollars.

(1) Okamotos' documents filed in court without changing in mind that Okamotos do not accept illegal advice by anyone. If Okamotos accept the judgment for the Case No. VC032122 and follow the court ruling is wrong, the Judge and the Clerk recognized so too. Okamotos did not owe/do not owe anyone whose are having names listed and claimed or related to this litigated lawsuit even one cent. All courts' Clerks from State of California to United States Courts all have known/inspected Okamotos' documents that are all new. Akiko Okamoto did not know how to deal with this matter from the first, but one by one and just describe the right fact to Courts. Okamotos understand the Court position on this denial as Okamotos have learnt from court to court to arrive to the United States Court of Appeals. Akiko Okamoto is not allowed to ignore this crime action on Okamotos behind scenes for the merit of Sanwa Bank California's purchasers Bank of the West/BancWest Corp/BNP Paribas French Bank; the World conglomerate banking business Entity $646 billion; 85 countries Worldwide business, yet, using American senior citizens Okamotos as **"scapegoat"** for making multibillion of US dollars then **evaded; lien; garnished on Okamotos.**

15. (1) I, Appellant/Petitioner Akiko Okamoto have tried not mention to this illegal actions have caused Akiko Okamoto's **medical treatment** of **reconstructed nose**. I, Akiko Okamoto have to spend entirely effort for extra care of my

nose because of heavy reading; documents relocating; writing with deep meaning of common sense; concentrate own mind; spirit; dignity; available as is knowledge; reasonable behavior; follow guide laws step by step; handling valuable jobs upon serving other.

(2) Okamotos will not accept illegal advice even from any Courts. Receiving illegal advice is/are guilty. The matter of fact have brought to courts with all descriptions are consistent. To enable The Courts to perform Courts duties. All documentary evidence have been submitted in courts are relevant to **Federal Rules of evidence 201**.

(3) United States of America is first, The Courts will not place the power of **authority** of this Nation to the hands of World's banking business entity that having $646 billion of dollars business to control. The Courts have original Jurisdiction over the action brought to Courts by Okamotos.

(4) Jurisdiction & Venue: 28 U.S.C. Section 1330. Actions against foreign states: The district courts shall have original jurisdiction **without** regard to **amount** in controversy of any non-jury civil action against a foreign state. But, for this action is not timely to rule yet, this is opened; no expiring **case**.

CONCLUSION

16. (1) Okamotos have been used for multibillion of US dollars assets had been transferred under the project of banks merger.
(2) Okamotos had been forced/trapped for playing **litigation** in and out of state courts causing Okamotos three parties damaged entirely political; economic; health; and mental; misunderstanding between Sanwa Bank Japan and International Department in Los Angeles did not know Sanwa Bank assets in U.S.A.'s purchaser did establish the line behind scenes for multiple interests purpose upon its expansion. Okamotos' records in courts including Pleadings description; documentary evidence for judgment by courts, but not by defendant/Appellee/respondent. The Courts belong to United States Department of Justice's Officers. Including police; Sheriffs are also belong to government, but not belong to Bank of the West/BancWest Corp/BNP Paribas of France. The Courts' duties are heavier; to be well-known wider upon delay Courts real duties for this Okamotos' Complaint.
(3) Okamotos' legal status records are in the hands of all Court. Also in the hands of Bank of the West and its **agencies in U.S. for fraud activities**. The Courts' real duties are needed for serving Okamotos' Complaint for the **merit of AMERICA/WORLD**.
(4) $3,500 per day from September 24/99 to day end in Courts, to compensate Okamotos by Bank of the West/BancWest Corp. is **due.**

CONCLUSION

I declare under penalty of perjury under the laws of The United States of America that the foregoing is true and correct.

Executed on December 29, 2004, at Artesia, California.

By: _____

AKIKO OKAMOTO

Appellant/Petitioner

Pro Se

Akiko Okamoto
dba Supreme Auto Leasing
12225 South Street, #207
Artesia, CA 90701
Tel. 1-562-860-2102
Fax. 1-562-860-4909

CERTIFICATE OF SERVICE

Case Name: AKIKO OKAMOTO DBA SUPREME AUTO LSG. v. BANCWEST CORP/BANK OF THE WEST, ACQUIRED UNITED CA BANK FKA SANWA BANK CALIFORNIA

Case No.: 04-55846

IMPORTANT: You must send a copy of ALL documents filed with the court and any attachments to counsel for ALL parties in this case. You must also file a certificate of service with this court telling us that you have done so. You may use this certificate of service as a master copy, and fill in the title of the document you are filing. Please list below the names and addresses of the parties who were sent a copy of your document and the dates on which they were served. Be sure to sign the statement below. You must attach a copy of the certificate of service to each of the copies and the copy you file with the court.

I certify that a copy of the

APPELLANT/PETITIONER'S INFORMAL BRIEF (PETITION FOR REHEARING EN BANC)
(Name of document you are filing (i.e., opening brief, motion, etc.)

and any attachment was served, either in person or by mail, on the persons listed below.

Fedex Priority Overnight on December 30, 2004.

s/ _____
Notary NOT required

CERTIFICATE OF SERVICE
(Cont'd)

Name	Address	Date Served
1. BancWest Corporation Bank of the West Legal Department	300 S. Grand Ave. Attn: SC-CAL-06-D Los Angeles, CA 90071 213-972-0678 Fax: 213-972-0687	12/30/04
2. President & CEO Mr. Don McGrath V.P. Mr. Matthew Mead	1450 Treat Blvd. Walnut Creek, CA 94597 800-843-2327	12/30/04

UNITED STATES COURT OF APPEALS

FOR NINTH CIRCUIT

AKIKO OKAMOTO,
dba Supreme Auto Leasing,

Plantiff – Appellant,

v.

BANK WEST CORPORATION; et al.,

Defendants – Appellees.

No. 04-55846

D.C. # CV-04-01270-MMM
[Central District, Los Angeles]

ORDER

FILED
MAR 07 2005
CATHY A. CATTERSON, CLERK
U.S. COURT OF APPEALS

Before: GOODWIN, WALLACE, and TROTT, Circuit Judges

The panel has voted to deny the petition for panel rehearing. The panel recommends denial of the petition for rehearing en banc.

The full court has been advised of the petition for rehearing en ban and no judge has requested a vote on whether to rehear the matter en banc. *See* Fed. R. App. P. 35.

The petition for panel rehearing and the petition for rehearing en banc are denied.

UNITED STATES COURT OF APPEALS

FOR NINTH CIRCUIT

AKIKO OKAMOTO, dba Supreme Auto Leasing, Plantiff – Appellant, v. BANK WEST CORPORATION; et al., Defendants – Appellees.	No. 04-55846 D.C. No. CV-04-01270-MMM **JUDGMENT**

Appeal from the United States District Court for the Central District of California, Los Angeles.

This cause came on to be heard on the Transcript of the Record from the United States District Court for the Central District of California, Los Angeles and was duly submitted.

On consideration whereof, it is now here ordered and adjudged by this Court, that the judgment of the said District Court in this cause be, and hereby is **AFFIRMED**.

Filed and entered Friday, December 17, 2004

United States Court of Appeals
Ninth Circuit

Cathy A. Catterson
Clerk of Court

United States Court of Appeals
Ninth Circuit

(415) 556-9800

Office of the Clerk
United States Court of Appeals for the Ninth Circuit
95 Seventh Street
Post Office Box 193939
San Francisco, California 94119-3939

March 15, 2005

USDC, Los Angeles
Central District of California, Los Angeles
Office of the Clerk
312 North Spring Street
Los Angeles, CA 90012

No.	Title	Agency/D.C. No.
04-55846	Okamoto v. Banc West Corp.	CV-04-01270-MMM

Dear Clerk:

The following document in the above listed cause is being sent to you under cover of this letter.

- *Certified copy of the Decree of the Court*

The record on appeal will follow under separate cover. Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

Cathy A. Catterson
Clerk of Court

s/ Marian Foreman
By: Marian Foreman
Deputy Clerk

Enclosure(s)
cc: All Counsel

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FILED
CLERK, U.S. DISTRICT COURT
MAY -4 2004
CENTRAL DISTRICT OF CALIFORNIA
BY s/ C. Brizuela
DEPUTY

AKIKO OKAMOTO, dba Supreme Auto Leasing,

Plantiff – Appellant,

v.

BANK WEST CORPORATION; et al.,

Defendants – Appellees.

Court of Appeals Docket No.

Docket Number(s) of Court of Appeals Companion and/or Cross Appeals (if known)

District Court Docket No.
CV 04-01270 MMM(Mcx)

Date Transcript(s) Filed
None requested.

CERTIFICATE OF RECORD

In accordance with Rule 11-2 of the Local Rules of the U.S. Court of Appeals for the Ninth Circuit,

YOU ARE HEREBY NOTIFIED that all documents which comprise the Clerk's Record on Appeal (pleadings, exhibits, and other papers filed and the reporter's transcript(s), if any, are available to parties in the District Court Clerk's Office. Please be advised that the Clerk's Record is held in the Clerk's Office of the Division of the District Court in which the case was filed. All cases filed in Los Angeles (Western Division) are located in Room G-8 at 312 N. Spring Street, Los Angeles, CA 90012; cases filed in Riverside (Eastern Division) are located in Room 134, 3470 Twelfth Street, Riverside, CA 92501; and cases filed in Santa Ana (Southern Division) are located in Room 1053

at the Ronald Regan Federal Bldg. and U.S. Courthouse, 411 W. Fourth St., Santa Ana, CA 92701.

The briefing schedule, which has already been set by the U.S. Court of Appeals Time Schedule Order, remains in effect. If you have not been informed of the dates for filing briefs, you must immediately contact the U.S. Court of Appeals at 95 Seventh Street, San Francisco, CA 94119-3939.

CLERK, U.S. DISTRICT COURT

05/04/04
Date

By C. Brizuela.
Deputy Clerk

Note: The case number includes the designation of the division it is filed in:

CV/CR designates cases filed in Los Angeles (Western Division)

cc: Counsel of Record

DOCKETED ON CM

MAY -4 2004

BY s/ CB 029

I HEREBY CERTIFY THAT THIS DOCUMENT WAS SERVED BY FIRST CLASS MAIL, POSTAGE PREPAID, TO ALL COUNSEL (OR PARTIES) AT THEIR RESPECTIVE, MOST RECENT, ADDRESS OF RECORD, IN THIS ACTION, ON THIS DATE.

DATED: MAY -4 2004

s/ C. BRIZUELA

DEPUTY CLERK

MANADR, (Mcx), DISCOVERY, APPEAL

U.S. District Court
CENTRAL DISTRICT OF CALIFORNA
(Western Division – Los Angeles)
CIVIL DOCKET FOR CASE #: 2:04cv01270

Akiko Okamoto v. Banc West Corporation et al
Assigned to: Honorable Margaret M. Morrow
Referred to: Magistrate Judge James W. McMahon
Cause: 28:1331 Fed. Question

Date Filed: 02/25/2004
Jury Demand: Plaintiff
Nature of Suit: 320 Assault Libel & Slander
Jurisdiction: Federal Question

Plaintiff

Akiko Okamoto *dba* Supreme Auto Leasing	represented by	**Akiko Okamoto** 12225 South St, #207 Artesia, CA 90701 562-860-2102 PRO SE

V.

(CONT'D on next page)

CIVIL DOCKET FOR CASE #: 2:04cv01270
(CONT'D)

Defendant

Banc West Corporation	represented by	**Jodi Siegner** Bank of the West-Legal Dept 300 South Grand Avenue, 6th Floor (SC-CAL-06-D) Los Angeles, CA 90071 213-972-0678 Fax: 213-972-0687 ATTORNEY TO BE NOTICED
Bank of the West	represented by	**Jodi Siegner** (See above for address) LEAD ATTORNEY ATTORNEY TO BE NOTICED

Acquired United California Bank
fka
Sanwa Bank California

Date Filed	#	Docket Text
02/25/2004	1	COMPLAINT against defendants Acquired United California Bank, Banc West Corporation, Bank of the West. (Filing fee $150.) filed by plaintiff Akiko Okamoto.(jag) (Entered: 03/01/2004)
02/25/2004		FAX number for pro se plaintiff Akiko Okamoto (jag,) (Entered: 03/01/2004)
02/25/2004		20-Day Summons Issued re Complaint – (Discovery) [1] as to Acquired United California Bank, Banc West Corporation, Bank of the West. (jag,) (Entered: 03/01/2004)
02/25/2004	2	CERTIFICATION and NOTICE OF Interested Parties filed by Plaintiff Akiko Okamoto. (jag,) (Entered: 03/01/2004)
02/25/2004	3	DEMAND for jury Trial filed by plaintiff Akiko Okamoto (jag,) (Entered: 03/01/2004)
02/25/2004	4	Memorandum in Support of Complaint – (Discovery)[1] by plaintiff Akiko Okamoto (jag,) (Entered: 03/01/2004)
02/25/2004	5	MOTION to the United State District Court Central District of California to take judicial action for important case have taken years to arrive to Federal Court (sic) filed by plaintiff Akiko Okamoto. (jag,) (Entered: 03/01/2004)
02/25/2004	6	Petition the Court to allow petitioner to use plain words for making documents to file

Date Filed	#	Docket Text
		in Court due to personal handicapped and short of education but trus is true (sic) filed by plaintiff Akiko Okamoto. (jag,) (Entered: 03/01/2004)
02/25/2004	7	REQUEST FOR JUDICIAL NOTICE in support of complaint not have been judged in States Courts for matter of real facts (sic) filed by plaintiff Akiko Okamoto. (jag,) (Entered: 03/01/2004)
02/25/2004	8	STATEMENT of Conclusion and explanation filed by Plaintiff Akiko Okamoto (jag,) (Entered: 03/01/2004)
02/25/2004	9	REQUEST FOR JUDICIAL NOTICE in support of complaint not have been judged in States Courts for matter of real facts (sic) filed by plaintiff Akiko Okamoto. ***Volume 1*** (jag,) (Entered: 03/01/2004)
02/25/2004	10	REQUEST FOR JUDICIAL NOTICE in support of complaint not have been judged in States Courts for matter of real facts (sic) filed by plaintiff Akiko Okamoto. ***Volume 2*** (jag,) (Entered: 03/01/2004)
02/25/2004	11	REQUEST FOR JUDICIAL NOTICE in support of complaint not have been judged in States Courts for matter of real facts (sic) filed by plaintiff Akiko Okamoto. (jag,) (Entered: 03/01/2004)
02/25/2004	12	DECLARATION filed by Plaintiff Akiko Okamoto about assault libel and slander on

Date Filed	#	Docket Text
		plaintiffs by defendants request to take judicial notices and propose judgment bring matter to lights (sic) (jag,) (Entered: 03/01/2004)
02/25/2004	13	PROOF OF SERVICE filed by plaintiff Akiko Okamoto of attached document list; served upon attached service list on 2/25/04 by first class mail (jag,) (Entered 03/01/2004)
02/25/2004	14	NOTICE TO PARTIES OF ADR PILOT PROGRAM filed. (jag,) (Entered: 03/01/2004)
03/01/2004	15	PENDING NOTICE filed by plaintiff Akiko Okamoto. (mg,) (Entered: 03/08/2004)
03/03/2004	16	CLARIFICATION OF RECORDS ON COMPLAINT filed by Plaintiff Akiko Okamoto (lm,) (Entered: 03/11/2004)
03/15/2004	22	ADR PILOT PROGRAM QUESTIONNAIRE. (jp,) (Entered: 03/24/2004)
03/16/2004	17	MINUTES OF In Chambers before Judge Margaret M. Morrow: Plaintiff has not alleged that his citizenship and that of defendant is diverse. Nor has he alleged that the amount in controversy exceeds $75,000. Finally, plaintiff has not pleaded any federal law claims; assault, libel and slander are all state law tort claims. Accordingly, the court order defendant to

Date Filed	#	Docket Text
		Show Cause on or before 4/5/2004 why the court should not dismiss this case for lack of subject matter jurisdiction. Court Reporter: Not reported. (bg,) (Entered: 03/17/2004)
03/17/2004	19	REQUEST for Clerk to Enter Default against defendants Acquired United California Bank, Banc West Corporation, Bank of the West filed by plaintiff Akiko Okamoto. (bg,) (Entered: 03/17/2004)
03/18/2004	18	ORDER by Judge Margaret M. Morrow re Notice to Parties of Adr Pilot Program (ADR-8) 14, ORDER by Judge Margaret M. Morrow: therefore, the following document(s) shall be stricken from the record and shall not be considered by the Court: Notice to Parties of Adr Pilot Program (ADR-8) 14.(bg,) (Entered: 03/18/2004)
03/18/2004	20	NOTICE OF DEFICIENCY Re: [19] REQUEST for Clerk to Enter Default against defendants Acquired United California Bank, Banc West Corporation, Bank of the West. The Clerk cannot enter the requested relief due to Missing original proof of service of summons and complaint and declaration in support of request for default. (Check website for proof of service). (bg,) (Entered: 03/18/2004)
03/19/2004	21	MINUTES OF In Chambers before Judge Margaret M. Morrow: Counsel are notified that a Scheduling Conference has been set

Date Filed	#	Docket Text
		for 5/17/2004 09:00 AM before Honorable Margaret M. Morrow. Counsel are directed to comply with Rule 26(f) of the FRCP in a timely fashion and to file a Joint Rule 26(f) Report on or before 5/7/04. Court Reporter: Not reported. (bg,) (Entered: 03/22/2004)
03/19/2004	26	NOTICE OF MOTION AND MOTION to Dismiss Case filed by Defendant Bank of the West. Motion set for hearing on 4/19/2004 at 10:00 AM before Honorable Margaret M. Morrow. (yc,) (Entered: 04/02/2004)
03/19/2004	27	MEMORANDUM of points and authorities in Support of MOTION to Dismiss Case[26] filed by Defendants Banc West Corporation, Bank of the West. (yc,) (Entered: 04/02/2004)
03/19/2004	28	DECLARATION of Jodi Siegner in support of re MOTION to Dismiss Case[26] filed by Defendant Bank of the West. (yc,) (Entered: 04/02/2004)
03/23/2004	23	CERTIFICATE of Interested Parties filed by Defendant Bank of the West. (bg,) (Entered: 03/25/2004)
03/24/2004	24	FIRST AMENDED COMPLAINT against Defendant Acquired United California Bank, Banc West Corporation, Bank of the West amending Complaint – (Discovery)[1], filed by Plaintiff, Akiko Okamoto (shb,) (Entered: 03/31/2004)

Date Filed	#	Docket Text
03/24/2004		ALIAS SUMMONS issued as to filed by plaintiff Acquired United California Bank, Banc West Corporation, Bank of the West. (shb,) (Entered: 03/31/2004)
03/24/2004	25	DECLARATION of Akiko Okamoto re proof of service by certified mail filed by Plaintiff Akiko Okamoto. (shb,) (Entered: 03/31/2004)
03/31/2004	30	MINUTES OF Order giving Pro Se party Notice of Standards Governing Motions to Dismiss under Rule 12(b). Plaintiff must file an opposition to the motion on or before 4/12/04. Defendants may file a reply brief on or before 4/19/04. The matter will be deemed submitted on 4/19/04. No hearing will be held on the motion to dismiss-the parties should not appear in the courtroom on 4/19/04. The clerk will notify the parties when the court has reached a decision: Court Reporter. Not reported. (bg,) (Entered: 04/06/2004)
03/31/2004	32	NOTICE OF DISCREPANCY AND ORDER: by Judge Margaret M. Morrow, ORDERING Default by Clerk submitted by Plaintiff Akiko Okamoto received on 3/22/2004 is not to be filed but instead rejected. Denial based on: No copy provided for judge. (jp,) (Entered: 04/08/2004)
04/01/2004	29	NOTICE of Change of Address by attorney Jodi Siegner for Defendant Banc West

Date Filed	#	Docket Text
		Corporation and Bank of the West, changing Address to Office of the County Counsel, Bank of the West, 300 South Grand Avenue, Los Angeles, CA 90071. Filed by Defendant Bank of the West and Banc West Corporation (yl,) (Entered: 04/05/2004)
04/05/2004	31	MINTUES OF Order Dismissing Action for Lack of Subject Matter Jurisdiction before Judge Margaret M. Morrow: As plaintiff has not met her burden of showing that the court has jurisdiction, the court dismisses the action for lack of subject matter jurisdiction. All pleading motions are denied as moot (Made JS-6. Case Terminated.) Court Reporter: Not reported. (bg,) (Entered: 04/08/2004)
04/06/2004	33	MOTION on Discovery and Report to comply with court schedule, proceeding and order filed by plaintiff Akiko Okamoto. Motion set for hearing on 5/17/2004 at 10:00 AM before Honorable Margaret M. Morrow. (bg,) (Entered: 04/09/2004)
04/06/2004	34	MEMORANDUM OF POINTS AND AUTHORITIES in Support of MOTION for Discovery[33] filed by Plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)
04/06/2004	35	DECLARATION AND REPORT DOCUMENTS REGARDING MOTION for Discovery[33] filed by plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)

Date Filed	#	Docket Text
04/06/2004	36	DECLARATION AND REPORT DOCUMENTS REGARDING MOTION for Discovery[33] filed by plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)
04/06/2004	37	DECLARATION AND REPORT DOCUMENTS REGARDING MOTION for Discovery[33] filed by plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)
04/06/2004	38	DECLARATION AND REPORT DOCUMENTS REGARDING MOTION for Discovery[33] filed by plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)
04/06/2004	39	FRCP REQUEST for Order that all defendants provide all available documents are relating to all transactions of Banks filed by plaintiff Akiko Okamoto. (bg,) (Entered: 04/09/2004)
04/27/2004	40	NOTICE OF APPEAL/DESIGNATION OF CLERK'S TRANSCRIPT to 9th CCA filed by plaintiff Akiko Okamoto. Appeal of Minute Order, 31 Filed on : 4/5/04; Entered On: 4/8/04; Filing fee $255., Paid receipt number 64513. cc: Akiko Okamoto; Stephen H. Weiss; Don McGarth. (weap,) (Entered: 04/27/2004)
04/27/2004	41	CLARIFICATION OF DESIGATION of Clerk's Transcript on Appeal by plaintiff Akiko Okamoto re Appeal to Circuit Court, [40] (weap,) (Entered: 04/27/2004)

Date Filed	#	Docket Text
04/28/2004	42	TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: None requested; Re: Appeal to Circuit Court, [40] (weap,) (Entered: 04/28/2004)
05/04/2004	43	CERTIFICATE OF RECORD Transmitted to USCA re Appeal to Circuit Court, [40] filed by Akiko Okamoto. (cbr,) (Entered: 05/04/2004)
05/04/2004		Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re: Appeal to Circuit Court, [40]. (cbr,) (Entered: 05/04/2004)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 04-01270 MMM (Mcx) Date March 31, 2004

Title Akiko Okamoto, d/b/a Supreme Auto Leasing, v. Banc West Corp.

Present: The Honorable MARGARET M. MORROW

ANEL HUERTA	N/A
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
None	None

Proceedings: Order Giving *Pro Se* Party Notice of Standards Governing Motions to Dismiss Under Rule 12(b)

The court has received and reviewed defendants' pending motion to dismiss plaintiff's complaint. It notes that plaintiff Akiko Okamoto is proceeding *pro se*. To assist plaintiff in opposing the motion, the court discusses below the nature of a motion to dismiss, and the requirements of the Federal and Local Rules that govern the filing of opposition to such a motion. Cf. *Rand v. Rowland,* 154 F.3d 952, 960-61 and Appendix A (9th Cir. 1998) (holding that the district court must inform *pro se* prisoner litigant of the potentially dispositive consequences of a Rule 56 motion).

Defendants' motion seeks to dismiss plaintiff's complaint pursuant to Rule 12(b) of the Federal Rules of Civil Procedure for failure to state a claim upon which relief can be granted. **If defendants' motion is granted, plaintiff's action and all of the claims in it may be dismissed with prejudice, and there will be NO trial on plaintiff's claims.**

A Rule 12(b)(6) motion tests the legal sufficiency of the claims asserted in the complaint. FED.R.CIV.PROC. 12(b)(6). A court may not dismiss a complaint for failure to state a claim "unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957). In other words, a Rule 12(b)(6) dismissal is proper only where there is either a "lack of a cognizable legal theory" or "the absence of sufficient facts alleged under a cognizable legal theory." *Balistreri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1988). Defendants' motion appears to rely on both of these grounds. In deciding a motion to dismiss for failure to state a claim, the court's review is limited to the contents of the complaint. The court must accept all factual allegations pleaded in the complaint as true, and must construe them and draw all reasonable inferences from them in favor of the nonmoving party. It need not, however, accept as true unreasonable inferences or conclusory legal allegations cast in the form of factual allegations. In assessing the sufficiency of a complaint for Rule 12(b)(6) purposes, the court may consider exhibits submitted with the complaint, documents whose contents are alleged in the complaint when authenticity is not questioned, and matters that may be judicially noticed pursuant to Federal Rule of Evidence 201.

Defendants also argue that the court lacks subject matter jurisdiction over plaintiff's action and that is should be dismissed under Rule 12(b)(1) of the Federal Rules of Civil Procedure. In a separate order, the court has already ordered plaintiff to show cause why the action should not be dismissed for lack of jurisdiction. Plaintiff should refer to that order when drafting opposition to defendants' motion.

Finally, defendants argue that plaintiff's action should be dismissed because they were improperly served. Rule 4 of the Federal Rules of Civil Procedure sets out the appropriate ways in which service of a complaint may be effected. Plaintiff should consult Rule 4 when drafting opposition to this portion of the motion. Specifically, plaintiff should explain the manner in which the complaint was served, and why it is proper under Rule 4.

Plaintiff must file an opposition to the motion on or before **April 12, 2004**. Defendants may file a reply brief on or before **April 19, 2004**. The matter will be deemed submitted on April 19, 2004. No hearing will be held on the motion to dismiss—the parties should not appear in the courtroom on April 19, 2004. The clerk will notify the parties when the court has reached a decision.

DOCKETED ON
CM
APR -6 2004
BY s/ BG 010

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Priority	X
Send	X
Enter	—
Closed	—
JS-5/JS-6	X
JS-2/JS-3	—
Scan Only	—

Case No. CV 04-01270 MMM (Mcx) Date April 5, 2004

Title Akiko Okamoto, d/b/a Supreme Auto Leasing, v. Banc West Corp.

Present: The Honorable MARGARET M. MORROW

ANEL HUERTA	N/A
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
None	None

Proceedings: Order Dismissing Action For Lack of Subject Matter Jurisdiction

Plaintiff Akiko Okamoto filed this action *pro se* on February 25, 2004, alleging assault, libel and slander claims against defendant Bank of the West Corporation. Plaintiff's complaint did not allege the basis upon which she invoked the court's subject matter jurisdiction. Accordingly, on March 16, 2004, the court ordered plaintiff to show cause, on or before April 5, 2004, why the case should not be dismissed for lack of jurisdiction.

DOCKETED ON CM
APR 8 2004
BY s/ BG 010

On March 24, 2004, plaintiff filed a pleading in response to the order to show cause. The pleading was captioned "Amended Complaint on Diversity Parties." It, therefore, appears that plaintiff seeks to invoke the court's diversity jurisdiction. As respects her own citizenship, plaintiff states that "Akiko Okamoto's diversity of citizenship is from Viet-Namese [sic] naturalized into Japanese in 1977, naturalized into United States citizen in 1986...[Plaintiff] resid[es] in State of California, County of Los Angeles..." [1] Allegations of *residency* are insufficient to determine a party's *citizenship*. See *Seven Resorts, Inc. v. Cantlen*, 57 F.3d 771, 774 (9th Cir. 1995) ("It is black letter law that, for purposes of diversity, '[r]esidence and citizenship are not the same thing,'" quoting *Mantin v. Broadcast Music, Inc.*, 244 f.2d 204, 206 (9th Cir. 1957)). Moreover, plaintiff has failed to offer any allegation or evidence regarding the citizenship of each defendant. Rather, she avers that "Banc [sic] West Corporation is owned by French bank name (BNP) PARIBAS... Finally, plaintiff has failed to set forth the amount in controversy between the parties.

Plaintiff bears the burden of demonstrating that the court has jurisdiction over an action. See *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 377 (1994); *Stock West, Inc. v. Confederated Tribes*, 873 F.2d 1221, 1225 (9th Cir. 1989). Where this burden is not satisfied, the court may dismiss the action for lack of subject matter jurisdiction on its own initiative. In the instant case, plaintiff's complaint contained no allegations regarding the basis upon which she invoked federal jurisdiction. See FED.R.CIV.PROC. 8(a)(1) ("A pleading which sets forth a claim for relief...shall contain a short and plain statement of the grounds upon which the court's jurisdiction depends..."). Nonetheless, the court afforded plaintiff an opportunity to cure this deficiency. In the order to show cause, the court explained

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[1] Amended Complaint on Diversity Parties, ¶ 1

the bases upon which federal jurisdiction could be invoked. In her response, plaintiff failed to provide sufficient information to determine that jurisdiction was proper.

As plaintiff has not met her burden of showing that the court has jurisdiction, the court dismisses the action for lack of subject matter jurisdiction. All pending motions are denied as moot.

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[2] *Id.*, ¶ 2

[3] In any event, the court notes that the citizenship of the parties is not diverse. It appears, from the pleadings filed with the court, that plaintiff is a citizen of California. By the use of an electronic database, the court has learned that Bank of the West is incorporated in California. See CALIFORNIA SECRETARY OF STATE, CORPORATION, LP, AND LLC INFORMATION, Corporation No. 0905759 (listing Bank of the West as incorporated in California on December 20, 1978) (available on LEXIS database); see also *Belleville Catering Co. v. Champaign Mkt. Place, LLC,* 350 F.3d 691, 693-94 (7th Cir. 2003) (approving the use of an electronic database to learn the citizenship of the parties). It is, therefore, a California citizen, as well. See 28 U.S.C. Sect. 1332(c)(1) ("[A] corporation shall be deemed to be a citizen of any State by which it has been incorporated..."). Accordingly, the court could not possibly have jurisdiction premised on diversity of citizenship. *Strawbridge v. Curtis,* 7 U.S. (3 Cranch) 267 (1806) (for diversity jurisdiction to exist, there must be complete diversity of citizenship).}

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

COURT OF APPEAL – SECOND DISTRICT

FILED

SEP 12 2003

JOSEPH A. LANE
Clerk
Z. HERALDEZ
Deputy Clerk

THE BEST SERVICE CO.,

Plaintiff and Respondent,

v.

MITSUMASA OKAMOTO et al.,

Defendants and Appellants.

B164718

(Los Angeles County Super. Ct. No. VC032122)

DISMISSAL ORDER

Defendants, Mitsumasa and Akiko Okamoto, doing business as Supreme Auto Leasing, purport to appeal from a judgment entered on October 15, 2002. Plaintiff, United California Bank, has moved to dismiss the appeal because it is untimely. We agree and dismiss defendants' appeal.

Judgment in plaintiff's favor was entered on October 15, 2002. Notice of entry of judgment was served on the same date, October 15, 2002. Defendants filed a new trial motion which was denied on December 4, 2002. The order denying the new trial motion was mailed on the same date, December 4, 2002. The notice of appeal from the October 15, 2002, judgment was filed on January 21, 2003.

Ordinarily, service of the notice of entry of judgment on October 15, 2002, required that the notice of appeal be filed by Monday, December 16, 2002. (Cal. Rules of Court, rules 2(a)(1), 45(a); Code Civ. Proc., §§ 12, 12a.) But the filing of the new trial motion extended the time for filing the notice of appeal until 30 days after the December 4, 2002, mailing of the order denying the new trial motion. (Cal. Rules of Court, rule 3(a)(1); Eisenberg, Cal. Practice Guide: Civil Writs and Appeals (The Rutter Group 2002) ¶ 3:64, p. 3-24 (rev. #1, 2001).) The January 21, 2003, notice of appeal was untimely because it was filed more than 30 days after the court clerk mailed the order denying the new trial motion on December 4, 2002. Since the notice of appeal was untimely filed, the appeal must be dismissed. (*Adoption of Alexander S.* (1988) 44 Cal.3d 857, 862-864; *Hollister Convalescent Hosp. Inc. v. Rice* (1975) 15 Cal.3d 660, 674.)

Further, the notice of appeal cannot be construed to apply to the December 4, 2002, order granting plaintiff's attorney fee motion. The attorney fee order is not mentioned in the notice of appeal. Hence, we are without jurisdiction to consider the issues not mentioned even inferentially in the notice of appeal. Hence, we are without jurisdiction to consider the issues not mentioned even inferentially in the notice of appeal. (*Glassco v. El Sereno Country Club, Inc.* (1932) 217 Cal. 90, 91-92; *DeZerega v. Meggs* (2000) 83 Cal.App.4th 28, 43; *Unilogic, Inc. v. Burroughs Corp.* (1992) 10 Cal.App.4th 612, 624-625; *Norman I. Krug Real Estate Investments, Inc. v.*

Praszker (1990) 200 Cal.App.3d 35, 47; *Eskaton Monterey Hospital v. Myers* (1982) 134 Cal.App.3d 788, 790, fn. 1; *Estate of McManus* (1963) 124 Cal.App.2d 390, 393, fn. 1.)

The appeal is dismissed. Plaintiff, United California Bank, shall recover its costs incurred on appeal from defendants, Mitsumasa and Akiko Okamoto doing business as Supreme Auto Leasing,

s/ Turner, P.J. s/ Armstrong, J.

TURNER, P.J. ARMSTRONG, J.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION: 5

DATE: September 30, 2003

Akiko Okamoto
12225 South Street
Suite 207
Artesia, CA 90701

The Best Service Co., et al.
v.
Mitsumasa Okamoto, et al.

B164718
Los Angeles County No. VC 032122

THE COURT:

Appellant's petition for hearing to reinstate appeal and vacate dismissal is denied.

OFFICE OF THE GENERAL COUNSEL
UNITED CALIFORNIA BANK
300 South Grand Avenue CP6-3
Los Angeles, CA 90071
Jodi Siegner, Bar No. 102884
Telephone: (213) 972-0678
Fax: (213) 972-0687

HOOD & REED
18141 Beach Blvd., Suite 300
Huntington Beach, CA 92648

FILED
LOS ANGELES
SUPERIOR COURT

OC 15 2002

JOHN A. CLARKE,
CLERK

s/ R. ZAGON
BY R. ZAGON,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SOUTHEAST DISTRICT

THE BEST SERVICE CO., etc.,

Plaintiff,

vs.

MITSUMASA OKAMOTO AND AKIKO OKAMOTO,

Defendants.

AND RELATED CROSS-ACTION.

CASE NO. VC032122

JUDGMENT BY COURT

This matter was tried by the Court, jury having been expressly waived by the parties, on September 9 and 10, 2002 before the Honorable William J. Birney, Jr. Judge, presiding in Department "P" of the above entitled Court. Plaintiff and cross defendant United California Bank was represented by its

counsel Jodi Siegner and James T. Reed, Jr. The defendant and cross-complaints Mitsumasa Okamoto and Akiko Okamoto were present and represented themselves in pro per. Based upon the evidence presented by the Plaintiff through its witnesses and documentary exhibits, the evidence presented by the Defendants by way of their testimony and exhibits, the substitution of United California Bank as the party Plaintiff in this matter and the granting of Plaintiff's motion for judgment/non-suit pursuant to Code of Civil Procedure § 631.1 at the close the Defendant's/Cross-Complainants' proof on their second amended cross-complaint.

IT IS HEREBY ORDERED ADJUDGED AND DECREED that Plaintiff United California Bank recover from the Defendants Mitsumasa Okamoto and Akiko Okamoto, jointly and severally, the principal sum of $21,987.22, plus pre-judgment interest thereon at the legal rate of ten percent per annum from the date of filing of this action July 7, 2002 to September 20, 2002 of $4,849.22 and which accrues thereafter at the rate of $6.23 per day until judgment is entered.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Defendants and Cross-Complainants Mitsumasa Okamoto and Akiko Okamoto take nothing by way of their second amended cross-complaint filed against the Plaintiff and Cross-Defendant United California Bank and that the second amended cross-complaint is dismissed with prejudice.

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IT IS FURTHER ORDEREL ADJUDGED AND DECREED that Plaintiff shall be entitled to recover its costs and attorneys fees in bringing this action and defending the second amended cross-complaint upon the filing of an appropriate memorandum of costs and motion to fix attorneys fees pursuant to Civil Code § 1717 which sums shall be awarded in the amount of $ _____ for Plaintiff's costs and the amount of $ _____ for Plaintiff's attorneys fees.

Dated: OCT 15 2002

s/ William J. Birney, Jr.
WILLIAM J. BIRNEY, JR.
JUDGE OF THE SUPERIOR COURT

(JTR:amc 9/26/02)
JUDGMENT

DEC 18 2002
Abstract * **

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* No notice of Court Clerk for Abstract of Judgment.
** County of Los Angeles Registrar/Recorder issued document that Okamotos' condominium office be liened by creditors listed in this document.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE:	12/04/02
	(JUDGMENT REQUEST BY PLAINTIFF)
HONORABLE	WILLIAM J. BIRNEY JR. **JUDGE**
R. DURAZO	**Deputy Sheriff**
DEPT.	SE P
R. ZAGON	**DEPUTY CLERK**
C. PHELPS	**Reporter**

8:30 am	VC032122	Plaintiff Counsel	JAMES REED (X)
THE BEST SERVICE CO. VS MITSUMASA OKAMOTO, ET AL AO		Defendant Counsel	AKIKO OKAMOTO (X) MITSUMASA OKAMOTO (X), IN PROPRIA PERSONA

NATURE OF PROCEEDINGS:

PLTF CROSS-DEF MOTION FOR ATTY FEES; DEFT/CROSS-COMPLNT MOTION FOR NEW TRIAL

Cause is called for hearing. **Motion for new trial is argued and denied by plaintiff's lawyer**. Motion of plaintiff for attorney fees in the sum of $59,145 is granted.

A copy of this order is sent to counsel and parties in pro per as follows.

HOOD & REED
18141 BEACH BL. #300

HUNTINGTON BEACH, CA 92648

MITSUMASA OKAMOTO
AKIKO OKAMOTO
12225 SOUTH STREET., #207
ARTESIA, CA 90701

MINUTES ENTERED
12/04/02
COUNTY CLERK

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
C ___ R ___

THE BEST SERVICE CO., ET AL	Case No.: VC 032122
Plaintiff(s) and RESPONDENTS	Notice(s) of Appeal Filed: JANUARY 21, 2003
vs.	
MITSUMASA OKAMOTO, AKIKO OKAMOTO, dba SUPREME AUTO LEASING	VOLUME 1 OF 2
Defendant(s) and APPELLANTS	Pages 1 to 173

CLERK'S TRANSCRIPT
HONORABLE WILLIAM J. BIRNEY JR., JUDGE
Appeal from the Superior Court, Los Angeles County

APPEARANCES:

MITSUMASA OKAMOTO
AKIKO OKAMOTO
12225 SOUTH STREET #207
ARTESIA, CA 90701

Tel. (562) 860-2102

Counsel for APPELLANT, MITSUMASA OKAMOTO, ET AL

OFFICE OF THE General Counsel, United Ca. Bank
JODI SIEGNER
300 SOUTH GRAND AVENUE CP6-3
LOS ANGELES, CA 90071

Tel. (213) 972-0678

Counsel for RESPONDENT, UNITED CALIFORNIA BANK

HOOD & REED
JAMES T. REED, JR.
18141 BEACH BLVD., SUITE 300
HUNTINGTON BEACH, CA 92648

Tel. (714) 842-9837

Counsel for RESPONDENT, UNITED CALIFORNIA BANK

COPY

CALIFORNIA APPPELLATE COURTS
Case Information

Court Case Search Results – Second Appellate District

The Best Service Co. et al. v. Okamoto
Division 5
Case Number B164718

Court data last updated: 09/29/2003 01:11 PM

Docket Entries (Register of Actions)

Date	Description	Notes
02/05/2003	Notice of appeal lodged/received.	n/a filed 1.21.03 by A. Okamoto
02/14/2003	Civil case information statement filed.	
02/20/2003	Returned document for non-conformance.	Atty Reed re c.i.s. by respondent-no provisions for c.i.s. from respondent.

The following are comments from Akiko Okamoto regarding the docket entries above:

Akiko Okamoto submitted her appeal on 01/21/2003, however, in the first table entry dated 02/05/2003, the recorded filing date is incorrect.

Court of Appeal, Second Appellate District, Division Five
No. B164718
S119923

IN THE SUPREME COURT OF CALIFORNIA

En Banc

THE BEST SERVICE CO., Plaintiff and Respondent,

v.

AKIKO OKAMOTO ET AL., Defendants and Appellants.

Request of judicial notice denied.
Petition for review DENIED.

Brown, J., was absent and did not participate.

SUPREME COURT
FILED
NOV 25 2003
Frederick K. Ohlrich Clerk
Deputy

s/ George
Chief Justice

CALIFORNIA APPPELLATE COURTS
Case Information

Court Case Search Results – Supreme Court

THE BEST V. OKAMOTO
Case Number S119923

Court data last updated: 12/03/2003 01:53 PM

Docket Entries (Register of Actions)

Date	Description	Notes
10/20/2003	Petition for review filed	pro per appellant Akiko Okamoto
10/20/2003	Request for judicial notice received (in non-AA proceeding)	pro per appellant Akiko Okamoto
10/23/2003	Record requested	
10/23/2003	Received Court of Appeal record	one doghouse
11/25/2003	Petition for review denied	Request for judicial notice denied. Brown, J., was absent and did not participate.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
JOSEPH A. LANE, CLERK

DIVISION 5

Los Angeles County Superior Court
111 North Hill Street
Los Angeles, CA 90012

The Best Service Co., et al.
v.
Mitsumasa Okamoto, et al.
B164718
Los Angeles County No. VC032122

*** REMITTITUR ***

I, Joseph A. Lane, Clerk of the Court of Appeal of the State of California, for the Second Appellate District, do hereby certify that the attached is a true and correct copy of the original order, opinion or decision entered in the above-entitled cause on September 12, 2003 and that this order, opinion or decision has not become final.

The appeal is dismissed. Plaintiff, United California Bank, shall recover its costs incurred on appeal from defendants, Mitsumasa and Akiko Okamoto doing business as Supreme Auto Leasing.

Witness my hand and the seal of the Court affixed at my office this **DEC 26 2003**

by: _____
Deputy Clerk

cc: All Counsel
(w/out attachment)
File

Sanwa
Bank
California

Dealer Service Center
1977 Saturn Street
Monterey Park, California 91755-7418
(213) 727-6286

February 20, 1997

Supreme Auto Leasing
Finance/Lease Department
12225 South Street, Suite 205
Artesia, California 90701

Finance/Lease Department:

Effective February 28, 1997, Sanwa Bank California will be exiting the automobile leasing business. As of that date, pending lease approvals will be funded, however, no new lease applications will be accepted.

Thank you for your lease business in the past. If you have any questions, please feel free to contact this office.

Sincerely,

Jim Loughner
Vice President
Manager

BANK OF THE WEST

March 25, 2002

Supreme Auto leasing
12225 South Street, #205
Artesia, CA 90701

RE: UNITED CALIFORNIA BANK / SANWA BANK
AUTOMOBILE DEALER AGREEMENT

Dear General Manager:

We are pleased to inform you that BancWest Corporation, the parent company of Bank of the West, has acquired United California Bank (UCB), formerly Sanwa Bank. Bank of the West offers many competitive loan and lease programs to serve your indirect lending needs, including pre-approval programs, extended terms, and reserve opportunities. Effective March 31, 2002, the Indirect Lending Services provided under your UCB/Sanwa Automobile Dealer Agreement will expire. All liabilities of your dealership, under the terms of the UCB/Sanwa Automobile Dealer Agreement or any other documents, will remain fully enforceable.

At this time, we would like to establish a working relationship with you as your indirect lender. Your Account Manager will be contacting you in the near future. In the meantime, if you are interested or have any questions about our indirect lending programs, please contact me at 1-800-THE-BEAR, extension 5028.

We look forward to hearing from you in the near future.

Sincerely,
s/ Matthew Mead
Matthew Mead
Vice President
Sales and Marketing

Consumer Credit Division 1450 Treat Boulevard MS 9-531 2W
Walnut Creek, California 94597 Member FDIC

OKAMOTOS' IDENTIFICATION STATEMENT

AKIKO OKAMOTO

Date of Birth: December 1, 1943
Place of Birth: Vietnam
California Driver's License No.: N8946982 (expires 12/01/08)
United States of America Passport No.: 203833624

- (Bonnie) Akiko Okamoto
- Current term expires: February 4, 2011

Citizenship Certificate No.: 12802591 (dated 8/29/86)

- Issued by U.S.D.C. Central District of California, Los Angeles
- Ceremony held at Los Angeles Convention Center, California

This case has been submitted to the same court listed above.

MITSUMASA OKAMOTO

Date of Birth: October 26, 1936
Place of Birth: Japan
California Driver's License No.: N8860195 (expires 10/26/07)
United States of America Passport No.: 203786044

- (Mike) Mitsumasa Okamoto
- Current term expires: January 25, 2011

Citizenship Certificate No.: 14631593

- Issued by U.S.D.C. Central District of California, Los Angeles
- Ceremony held at Los Angeles Convention Center, California

This case has been submitted to the same court listed above.

FICTITIOUS BUSINESS NAME STATEMENT

RENEWAL FILE#: 951988200
(Expires 12/14/2000 or 40 days after business changes)

FICTITIOUS BUSINESS NAME:

Supreme Auto Leasing (General Partnership)
12225 South Street, #207
Artesia, CA 90701

The above named business has been registered with Los Angeles County's Registrar/Recorder, State of California, since 1986, and registration is renewed every five years. The current term expires on 12/07/2005.

Supreme Auto Leasing is owned by Mitsumasa Okamoto and Akiko Okamoto, husband and wife, respectively.

RESIDENT ADDRESS:

12046 Bertha Street
Cerritos, California 90703

Supreme Auto Leasing is licensed by the Department of Motor Vehicles, under License No. 23482, and the license is renewed every year with the DMV Occupational Licensing Unit. The current term expires on Jan. 31, 2006.

This is a true and certified copy of the record if it bears the seal, imprinted in purple ink, of the Registrar-Recorder/County Clerk.

DEC 7 2000

Conny B. McCormick

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA

REGISTRAR-RECORDER/ COUNTY CLERK LOS ANGELES COUNTY, CALIFORNIA

FROM PUBLIC DATA:

April 18, 2005

Source: http://www.bancwestcorp.com/

BANcWEST CORPORATION

BancWest is a partnership of two dynamic financial institutions: First Hawaiian Bank and Bank of the West. With assets of $41.4 billion, BancWest serves more than 2.3 million households. BancWest has over 350 branches in California, Hawaii, Oregon, New Mexico, Washington, Idaho, Nevada, Guam and Saipan. BancWest Corporation is a wholly owned subsidiary of BNP Paribas, an international financial services group with solid roots in Europe, leading positions in Asia and an active presence in the United States. It is the leading bank in the Euro zone in terms of net income and operates in over 85 countries.

California Business Portal
Secretary of State Kevin Shelley

DISCLAIMER: The information displayed here is current as of MAR 12, 2004 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
BANK OF THE WEST		
Number: C0905759	**Date Filed:** 12/20/1978	**Status:** active
Jurisdiction: California		
Mailing Address		
180 MONTGOMERY ST		
SAN FRANCISCO, CA 94104		
Agent for Service of Process		
WILLIAM ZILLMAN		
180 MONTGOMERY ST		
SAN FRANCISCO, CA 94104		

For information about certification of corporate records or for additional corporate information, please refer to Corporate Records. If you are unable to locate a corporate record, you may submit a request to this office for a more extensive search. Fees and instructions for requesting this search are included on the Corporate Records Order Form.

Blank Fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

STATE OF CALIFORNIA

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF MERGER

Pursuant to Financial Code section 4891, I, DONALD R. MEYER, Commissioner of Financial Institutions of the State of California, do hereby certify that Tokai Bank of California (the disappearing depository corporation) merged into Sanwa Bank California (the surviving depository corporation), with the surviving depository corporation having the name United California Bank, pursuant to the Agreement of Merger dated April 2, 2001, and that, under Financial Code Section 4887(b), the merger became effective at 12:01 a.m., July 2, 2001.

Given under my hand and official seal on this 2nd day of July, 2001, in San Francisco, California.

STATE OF CALIFORNIA

COMMISSIONER OF FINANCIAL INSTITUTIONS

DONALD R. MEYER
Commissioner of Financial Institutions

By s/ Robert R. Venchiarutti
ROBERT R. VENCHIARUTTI
Staff Counsel

STATE OF CALIFORNIA

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF MERGER

Pursuant to Financial Code section 4891, I, DONALD R. MEYER, Commissioner of Financial Institutions of the State of California, do hereby certify that United California Bank (the disappearing depository corporation) merged into Bank of the West (the surviving depository corporation), with the surviving depository corporation having the name Bank of the West, pursuant to the Agreement of Merger dated March 22, 2002, and under Financial Code section 4887(b), the merger become effective at 12:01 a.m., April 1, 2002. I do further certify that the merger above referred to was approved by me in the manner required by law and that such merger has been fully completed and consummated.

Given under my official seal on this 12th day of August, 2002, in Los Angeles, California.

STATE OF CALIFORNIA

COMMISSIONER OF FINANCIAL INSTITUTIONS

DONALD R. MEYER
Commissioner of Financial Institutions

By s/ Wallace M. Wong
WALLACE M. WONG
Staff Counsel

OFFICE OF THE GENERAL COUNSEL
BANK OF THE WEST
Stephen H. Weiss, Chief Counsel
State Bar No. 60172
Jill Switzer, Asst. Gen. Counsel
State Bar No. 72878
Jodi Siegner, Senior Counsel
State Bar No. 102884
601 South Figueroa Street (W4-2)
Fourth Floor
Los Angeles, California 90017
Telephone: (213) 896-7384

Attorneys for Defendant Bank of the West

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

AKIKO OKAMOTO, dba Supreme Auto Leasing, Plantiff, vs. BANc WEST CORPORATION BANK OF THE WEST, ACQUIRED UNITED CALIFORNIA BANK FORMERLY SANWA BANK CALIFORNIA Defendants.	Case No. CV-04-01270 MMM (Mcx) Judge: The Honorable Margaret M. Morrow CERTIFICATE OF INTERESTED PARTIES OF DEFENDANTS BANK OF THE WEST AND BANCWEST CORPORATION (Local Rule 7.1-1) No Hearing Required No Trial Date Set

el of record for Defendants BANK OF THE WEST and BANCWEST

CORPORATION certifies that the following listed parties have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

Defendant BANK OF THE WEST is a subsidiary of Defendant BANCWEST CORPORATION. BANCWEST CORPORATION is a wholly owned subsidiary of BNP Paribas.

Plaintiff AKIKO OKAMOTO, dba SUPREME AUTO LEASING

DATED: 3/22/04

OFFICE OF THE GENERAL COUNSEL
BANK OF THE WEST

BY: s/ Jodi Siegner
Jodi Siegner, Attorneys for the Defendants
BANK OF THE WEST and
BANCWEST CORPORATION

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* The listed address and phone number are no longer being used by Bank of the West. The new address and phone number are:

300 South Grand Avenue
6th Floor
Los Angeles, California 90071
Tel: (213) 972-0678

FROM PUBLIC DATA:

(THE FOLLOWING IS AN EXCERPT FROM THE ARTICLE TITLE BELOW)

Source: Los Angeles Times, 12/10/2001, Business Section (Section C)

French Bank to Buy UCB for $2.4 Billion
(By Meg James)

Deals: BNP Paribas plans to combine United California Bank with Bank of the West amid an expansion into U.S. financial services.

...

BNP Paribas' acquisition of United California Bank is expected to close by the end of March, with the merger completed by next fall.

Last week, the Federal Reserve approved its $2.5-billion purchase of 55% of BancWest shares. This will give the French bank full ownership of the parent of First Hawaiian Bank as well as San Francisco-based Bank of the West when the deal closes Dec. 20. It acquired 23 First Security Bank of Utah branches in New Mexico and seven Las Vegas in February.

...

The takeover of United California Bank further shrinks the number of Southland-based banks. One of the largest recent banking deals involving a Los Angeles bank was Detroit-based Comerica's acquisition of Imperial Bank this year.

FROM PUBLIC DATA:

Source: American Banker, 12/11/2001, Vol. 166 Issue 236, p2, 1/2p, 1bw

BNP NOT MISSING A BEAT WITH UNITED CALIF. DEAL

BNP Paribas, whose deal to buy BancWest Corp. has yet to close, is already acting on its plan to build on the deal.

The French company announced Sunday that it had agreed to buy United California Bank of Los Angeles from Tokyo's UFJ Holdings for $2.4 billion in cash in a move it sees giving it a larger platform for growth and cross-selling in the western United States.

BNP, a $646 billion-asset financial services conglomerate based in Paris, recently has emphasized its intention to cross-sell its products, particularly insurance, through BancWest's network in the West.

In May, when it announced the BancWest deal, it made clear that it would like to grow further in the region, but few thought that it would cut another so soon. (The BancWest deal is slated to close Dec. 20)

"We've been looking for a way to enter Southern California," said Don. J. McGrath, the president and chief operating officer of $19.8 billion-asset BancWest. "This is just a fabulous transaction for us to enter the market with scale and have the ability to immediately be able to be seen as a major competitor both from the strength of the network and breadth of our product."

The companies are complementary in several ways, said Mr. McGrath, who is also the president and CEO.

FROM PUBLIC DATA:

Source: Los Angeles Times, 09/13/02, California Section (Section C2)

Bank of the West to Finalize Deal (By E. Scott Reckard)

Financial Services: The firm will take over United California Bank branches Monday, completing a $2.4-billion buy—its biggest yet.

San Francisco's Bank of the West, which spent the last decade on an acquisition spree, will finalize its biggest deal yet—the $2.4-billion takeover of United California Bank—on Monday, when its name will go up on 70 former UCB branches in Southern California.

In acquiring UCB, Bank of the West also adds about 45 branches in Northern California and the Central Valley, its established markets, where it emphasizes lending to small businesses and farms.

Adding the branches in Los Angeles, Orange, San Diego, Ventura, San Bernardino and Santa Barbara counties will help Bank of the West position itself as a statewide alternative to giants such as Wells Fargo & Co., Bank of America Corp. and Washington Mutual Inc. Like many smaller banks, it pitches its ability to provide more personalized service than its much bigger rivals.

"Our model is to put service back in the branches," said Bank of the West's chief executive, Don J. McGrath. "You can call and talk to a human being. We think people are opting out of impersonal models."

Still, with $25 billion in assets, earnings that nearly doubled to $137 million the first half of this year and a deep-pocketed French parent, Bank of the West is a sizable institution. And its growth shows that banking consolidation is continuing on a smaller scale after the tumultuous deals of the 1990s, which erased familiar names such as Security Pacific Bank and First Interstate Bank in Los Angeles and saw out-of-state institutions take over San Francisco stalwarts Wells and Bank of America.

Bank of the West's roots go back to 1874, when it was Farmers National Gold Bank. It remained a small Northern California player until it began expanding in the early '90s with financial backing from France's largest bank, BNP Paribas. After a complex series of deals, Bank of the West now is part of Honolulu-based BancWest Corp., itself a subsidiary of BNP Paribas.

The deal also underscores how Japan's troubled banks have pulled back from their own once-aggressive expansion into California. UCB was formed last year in the merger of Sanwa Bank California and Tokai Bank of California before it was sold by its Japanese parent, UFJ Holdings, for the $2.4 billion in cash.

McGrath said the bank is ahead of schedule in realizing its goal of wringing nearly $75 million a year in cost savings from the merger. The combined work force of Bank of the West and UCB, which equaled 6,300 full-time employees, will be reduced by about 600 positions, including cutbacks at a Monterey Park data processing center. After a hiring freeze and reassignments, fewer than 200 people will lose their jobs, McGrath said.

Case No. 04-55846

July 20, 2004

APPELLEE'S OPENING BRIEF

CORPORATE DISCLOSURE STATEMENT

Sanwa Bank California, the original defendant in this matter, merged with Tokai Bank California with the surviving depository corporation having the name United California Bank. The merger became effective on July 2, 2001. Subsequently, United California Bank merged into BANK OF THE WEST ("BOW"), which became effective on April 1, 2002. BOW is a subsidiary of BancWest Corporation. BancWest Corporation is a wholly owned subsidiary of BNP Paribas. *

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* This will be page one of two. Mitsumasa Okamoto's credit report will be page two. Quotation from above statement: BOW's name is beginning on April 1, 2002.

But, on Experian credit report, BOW's name is already listed "12-2000/". Even the loan with the Sanwa Bank account was paid off and closed on December 1999, by Okamoto.

EXPERIAN

Source	Date opened/ Reported since	Date of status/ Last reported	Type/ Terms/ Monthly payment	Respon-sibility	Credit limit or original amount/ High balance	Recent balance/ Recent payment	Status details
BANK OF THE WEST PO BOX 30751 LOS ANGELES CA 90030 (213) 727-3146 Partial account number 24030... *	4-1991/ 4-1994	12-2000/ 12-2000	Revolving/ NA/ $0	Joint with AKIKO OKAMOTO	$20,000/ $19,994	NA/	Status: Paid/Never late. Creditor's statement "Account closed at credit grantor's request."

* The account of Okamotos' joint loan above paid in full on December 1, 1999. Sanwa Bank name still existed until April 2, 2001, then changed to United California Bank on March 22, 2002.

Bank of the West name appeared on Okamotos' credit report since 12-2000. It is illegal to enter false message into non-customer's private credit report without permission by Okamotos.

UNITED STATES COURT OF APPEALS

NINTH CIRCUIT

AKIKO OKAMOTO DBA SUPREME AUTO LEASING Plaintiff and Appellant, vs. BANcWEST CORP./BANK OF THE WEST ACQUIRED UNITED CALIFORNIA BANK FKA SANWA BANK CALIFORNIA, Defendant and Appellee.	Court of Appeal Case No. 04-55846

APPEAL FROM THE JUDGMENT OF THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA HONORABLE MARGARET M. MORROW PRESIDING

APPELLEE'S OPENING BRIEF

Jodi Siegner, Esq.
Office of the General Counsel
Bank of the West
300 S. Grand Ave., 6th Floor
Los Angeles, CA 90071
(213) 972-0678

Attorney for Appellee

***

VI. CONCLUSION

Appellee BOW requests that this Court affirm the lower court's ruling in this case.

VII. STATEMENT OF RELATED CASES

Appellee BOW is not aware of any related cases pending in the Ninth Circuit.

Dated: 7/20/04

OFFICE OF THE GENERAL COUNSEL
BANK OF THE WEST

By: s/ Jodi Siegner
Jodi Siegner, Sr. Counsel
Counsel of Record for
BANK OF THE WEST

FROM PUBLIC DATA:

Source: Nikkei Net Interactive, Tuesday, November 2, 2004 Issue, http://www.nni.nikkei.co.jp/FR/FEAT/ufj_mtfg/

POISON PILL: MTFG-UFJ Deal Still Subject of Suspicion

TOKYO (Nikkei) – Debates are still lingering on the legitimacy of the 700 billion yen cash injection UFJ Holding Inc. (8307) received from Mitsubishi Tokyo Financial Group Inc. (8306) in September as a condition for carrying out a merger between the two megabanks.

The deal would have been deemed illegal and therefore nullified had it been examined by the supreme court in the U.S. State of Delaware, according to a thesis written recently by S. Givens, a U.S. lawyer.

Supreme Court, U.S.
FILED
OCT 17 2005
OFFICE OF THE CLERK

No. 04-1571

IN THE

SUPREME COURT OF THE UNITED STATES

AKIKO OKAMOTO DBA SUPREME AUTO LEASING
(Plaintiff/Appellant, Petitioner *PRO SE*) 10-17-05

vs.

BANcWEST CORP/BANK OF THE WEST ACQUIRED
UNITED CALIFORNIA BANK FKA SANWA BANK
CALIFORNIA
(Defendant/Respondent)

ON PETITION FOR REHEARING TO

UNITED STATES COURT OF APPEALS FOR THE
NINTH CIRCUIT

PETITION FOR REHEARING

AKIKO OKAMOTO, dba SUPREME AUTO LEASING
12225 SOUTH STREET, SUITE 207
ARTESIA, CA 90701
1-562-860-2102 (Phone)
1-562-860-4909 (Fax)

SUPREME COURT OF THE UNITED STATES

Akiko Okamoto, dba Supreme Auto Leasing
(Petitioner)
VS.
BancWest Corporation, et al; No. 04-1571
(Respondents)

CERTIFICATE OF COMPLIANCE

I certify that:

The Petition for Rehearing is in conformance with the Rules of the Supreme Court for preparing documents. (Rule 44, Rule 33.1, font size 12.5, and page limited not exceeding 10 pages), the PETITION FOR REHEARING, to be filed with Clerk and served to parties.

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct.

Executed on October 17, 2005, at Artesia, California.

By: _____
Plaintiff/Petitioner, Pro Se

Akiko Okamoto
dba Supreme Auto Leasing
12225 South Street, Suite 207, Artesia, California 90701
Tel.1-562-860-2102, Fax. 1-562-860-4909

SUPREME COURT OF THE UNITED STATES

Akiko Okamoto, dba Supreme Auto Leasing
(Petitioner)
V. No. 04-1571
BancWest Corporation, et al;
(Respondents)

PETITION FOR REHEARING
October 17, 2005

TO THE CHIEF JUSTICE OF THE SUPREME COURT OF THE UNITED STATES AND YOUR ASSOCIATES

1. Yours denial of AKIKO OKAMOTO dba SUPREME AUTO LEASING'S PETITION FOR A WRIT OF CERTIORARI is just relevant to all **situations** and to all **circumstances.** Because all Courts of laws' report teams of the United States' Government's agencies have inspected all documentary evidence that Okamotos have submitted to all courts. Courts of Laws are running by Department of Justice; each court is branch of Department of Justice. Lower courts and higher courts are belong to and under control by the United States Government. Government's agencies have witnessed all jobs that have done by Plaintiff, Appellant, Petitioner Akiko Okamoto, (Okamotos), we will not change our faith.

2. (1) Respondents BancWest Corp./Bank of the West and BNP Paribas of France have understood all facts.

3. Petitioner Akiko Okamoto dba Supreme Auto Leasing, (Okamotos) Petition the Court for Rehearing a Writ of Certiorari. Also, Petitioners are guessing to receive another denial from the Court again. Because, the Courts respect Respondent (Respondents) BancWest Corp./Bank of the West of BNP Paribas of France, is/are important friend (friends) of the United States of America.

4. According to the situation, there was no filing even a single document in Court for opposing to all reported documents that totally being inspected by all lower courts: State Courts of California, and all United States Courts. Petitioner filed Petition for a Writ of Certiorari, by Petitioner Akiko Okamoto dba Supreme Auto Leasing (Okamotos). All pleading and together with appendices are faithfully described, and submitted. All documents filed in Supreme Court of the United States is the most difficult job, even hundred of attorneys are being hired by BancWest Corp./Bank of the West of BNP Paribas of France, are having no single source of the real fact for defending their employer (employers).

5. The happiness of the life/lives from defrauding other is/are fragile and will not be lasted long. Okamotos are being under estimated by Respondent-(Respondents). If Respondents released Sanwa Bank/United California Bank's money to compensate Okamotos three parties in 2002, all faults, and illegal lawsuit had been settled by Sanwa Bank/United California Bank. At that time, Okamotos were Cross-Complainants, with the same documents **served** and **filed** in state's Superior Court.

6. Petitioner Akiko Okamoto will send bills to Respondent-Respondents and request for compensation.
10/17/05

7. Petitioner Akiko Okamoto is being added to the line that for public serving is needed. I, Akiko Okamoto' judgment is "Justice For All" the little human was born to be so, and must be so, forever, will not be changed.

8. Respondent-Respondents BancWest Corp./Bank of the West of BNP Paribas of France's compensation money to Okamotos' three parties will be calculated from the date of September 24, 1999, to the date of October 3, 2005. (THERE IS NO AWARD REQUIRED) (1) If the compensation money is received from Respondent-Respondents to the due date of December 1, 2005. $10,573,793.00, ($3,500. per day basis with 10% interest). Ten millions five hundred seventy-three thousands seven hundred ninety-three U.S. dollars, (part one).

9. United States Department of Treasury will receive (part two, is the same per day basis of $3,500. plus 10% interest will be added to the amount. The compensation from Respondent-Respondents is for (General Relief Fund account) for the homeless and the illness people, under the **Foundation name: AKIKO (NGUYEN) OKAMOTO,** from the date of October 4, 2005, through the life of Respondent-Respondents BancWest Corp./Bank of the West of BNP Paribas of France's assets. The new owners names of the same assets must continue to compensate until the final of the (assets) of the money amount as indicated herein. (The receipt from U.S. Treasury Department (receiver) to Okamoto is needed. Okamotos due to help the poor and the illness people in Viet-Nam, too. (The fun is within (part one) of the compensation).

10. United California Bank/fka Sanwa Bank's money is still full in the possession of Respondents-BNP Paribas.
10/17/05

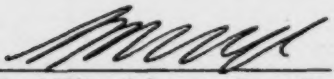
CONCLUSION

11. Petitioner Akiko Okamoto dba Supreme Auto Leasing (Okamotos), are always maintaining faith to all. Okamotos three parties are expecting to receive money from Respondent-Respondents BancWest Corp./Bank of the West of BNP Paribas of France on or before the due date of December 1, 2005. Additional award will be requested to be added for double amount after December 1, 2005. Okamotos will not, (do not) need collection agencies or attorneys to deal with this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 17, 2005, at Artesia, California.

Respectfully submitted

By: 
Plaintiff/Petitioner, Pro Se

AKIKO OKAMOTO
DBA SUPREME AUTO LEASING
12225 South Street, Suite 207
Artesia, California 90701
Tel. 1-562-860-2102, Fax. 1-562-860-4909